



## **VP Sales & Manufacturing L.P. TERMS & CONDITIONS OF SALE**

### **1. Acceptance of Terms.**

All sales by VP Sales & Manufacturing ("Seller") are expressly conditioned upon Buyer's acceptance of these Terms and Conditions of Sale. Any additional or different terms proposed by Buyer are rejected unless expressly agreed to in writing by Seller.

### **2. Pricing & Payment.**

Prices are as quoted and subject to change without notice. Payment terms are Net 30 from invoice date unless otherwise agreed in writing. Seller may require payment in advance or suspend shipments if Buyer's account becomes past due.

### **3. Interest & Collection Costs.**

Past-due balances shall accrue interest at 1.25% per month (or the maximum rate allowed by law). Buyer agrees to pay all costs of collection, including reasonable attorney's fees, court costs, and collection agency fees, whether or not suit is filed.

### **4. No Setoff or Chargebacks.**

Buyer may not withhold payment, set off, or deduct amounts due for any reason, including alleged defects or disputes, without Seller's prior written consent.

### **5. Delivery, Title & Risk of Loss.**

All shipments are FOB Seller's facility unless otherwise stated. Title and risk of loss pass to Buyer upon shipment. Delivery dates are estimates only and not guaranteed.

### **6. Inspection & Claims.**

Buyer must inspect goods immediately upon receipt. Any claims must be made in writing within five (5) days of delivery or are deemed waived.

### **7. Limited Warranty.**



Seller warrants goods will conform to Seller's written specifications at time of sale. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### 8. Limitation of Liability.

Seller's liability shall not exceed the purchase price of the goods giving rise to the claim. In no event shall Seller be liable for indirect, incidental, or consequential damages, including lost profits or downtime.

#### 9. Cancellations & Returns.

Orders may not be cancelled or returned without Seller's prior written approval. Approved returns may be subject to restocking fees and freight charges.

**10. Governing Law & Venue.** These Terms shall be governed by the laws of the State of Texas. Venue and jurisdiction for any action shall lie exclusively in the state courts located in Jim Wells County, Texas.

#### 11. Electronic Acceptance.

Acceptance may occur by written confirmation, electronic signature, purchase order, payment, or acceptance of delivery. Electronic signatures and PDF copies shall be deemed originals and enforceable.