

Terms & Conditions of Sale

Visitors to this website are bound by the following Terms and Conditions ("Terms"). Please read these Terms carefully before continuing to use this site. If you do not agree with any of these Terms, you should not use this site.

1. Offer to Sell

Sifam Tinsley Instrumentation Inc. ("STI") offers to sell its products strictly under the terms and conditions set forth herein. Any purchase order or documentation submitted by the Buyer containing terms different from or in addition to these Terms is hereby objected to, and STI does not accept or assent to such terms. No such terms shall form part of any contract between the parties. The terms of STI's quotation, other than these Conditions of Sale, are non-binding, do not constitute an offer, and are subject to change without notice.

2. Payment Terms

For approved Credit application with Net 30 terms, Payment is due within thirty (30) days from the invoice date issued by STI.

3. Taxes

The quoted purchase price may be adjusted to account for increases in STI's costs resulting from applicable federal, state, or municipal laws, regulations, codes, or legislative enactments, including increases in labor or raw material costs. In addition to the purchase price, the Buyer is responsible for all applicable excise taxes, levies, or other governmental charges related to the sale, delivery, storage, processing, use, consumption, or transportation of the goods. The Buyer agrees to pay such amounts on the same terms as the purchase price.

4. Warranty

STI warrants that the goods conform to the company's standard warranty policy. This warranty constitutes STI's sole warranty with respect to the goods. All other warranties, whether express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose, are expressly disclaimed. STI's liability for breach of warranty is limited to the replacement of defective goods returned to STI's facility, with transportation charges prepaid by the Buyer. Failure to notify STI of a warranty claim within thirty (30) days from the date of delivery constitutes a waiver of all claims relating to such goods. This warranty constitutes the exclusive remedy of the Buyer and the sole liability of STI.

5. Limitation of Liability

STI's liability to the Buyer, whether arising in contract, tort, warranty, negligence, or otherwise, shall not exceed the purchase price paid by the Buyer. Under no circumstances shall STI be liable for special, indirect, or consequential damages. The stated purchase price represents consideration for limiting STI's liability. No action arising from transactions under this invoice

may be brought more than one (1) year from the invoice date. STI is not responsible for penalty clauses or indemnification of the Buyer or third parties for costs, damages, or expenses related to the goods.

6. Claims

Claims for shortages or delivery errors must be submitted within five (5) days of receipt. Goods are sold in accordance with standard manufacturing practices of STI's suppliers. Items sold by weight are subject to customary industry quantity variations.

7. Returns

No goods may be returned for credit without prior written consent from an executive officer of STI.

8. Shipment

Delivery terms are F.O.B. Kennesaw, GA. Risk of loss or damage transfers to the Buyer upon delivery to the carrier at the point of shipment. Delivery dates are estimates based on STI's acceptance of the order and are not guaranteed. STI shall not be liable for delays or failures caused by war, embargo, riot, fire, flood, accident, labor disputes, acts of God, governmental actions, transportation shortages, or other causes beyond STI's reasonable control.

9. Security Interest

All shipments, deliveries, and performance by STI are subject to the approval and requirements of STI's credit department. STI retains a purchase money security interest in all goods not paid in full. The Buyer authorizes STI to execute and file financing statements or other documents as required to evidence this security interest.

10. Cancellation

Orders accepted by STI may be cancelled by the Buyer only with STI's express written consent. Upon such cancellation, STI will cease work and hold completed or partially completed goods for the Buyer. The Buyer shall pay STI for all work, materials committed, and any reasonable profit, plus any cancellation charges determined by STI.

11. Indemnification

The Buyer agrees to indemnify and hold STI harmless from any claims, liabilities, costs, or expenses, including attorney fees, arising from negligence or acts by the Buyer, its agents, employees, or customers in connection with the use of goods supplied by STI.

12. Governing Law

Any agreement arising from these transactions shall be deemed made in Kennesaw, Cobb County, Georgia, and governed by the laws of the State of Georgia without regard to conflict of laws provisions. The parties agree to submit to the exclusive jurisdiction of the courts in Cobb County, Georgia for any disputes arising under these Terms.

13. Default

In the event of default or breach by the Buyer, STI may cancel outstanding orders, declare all obligations immediately due, and exercise all remedies available under applicable law, including the Uniform Commercial Code as enacted in Georgia. The Buyer shall be responsible for reasonable attorney fees, legal expenses, and any interest on unpaid obligations.

14. Delay

If the Buyer requests a deferral of delivery, STI's agreement to defer shall not excuse the Buyer from timely payment under the original schedule. The Buyer shall also pay storage charges for goods held awaiting delivery. If deferral occurs prior to production, STI may require progress payments to cover material and service costs incurred in anticipation of production.