



TERMS AND CONDITIONS

1. All sales terms are per the quotation. Risk of loss passes to buyer when goods are placed in transit sufficient to enable buyer to claim goods upon arrival.
2. Buyer must inspect all goods upon receipt, and advise seller within 10 days of any nonconformity, shortage or defect. If notice is not given within said time, buyer is deemed to have irrevocably accepted the goods and waived any nonconformity. No attempted revocation after said time shall be effective.
3. All payments for goods shipped other than C.O.D. are past due 30 days after date of shipment. Past due balances shall accrue interest at the rate of 1 ½ % per month. All amounts received on past due amounts are credited first to accrued interest and then to the oldest balance owing. Checks in payment for goods shall not constitute payment until duly negotiated and paid by bank upon which it is drawn.
4. Seller warrants that the goods are described in this invoice, but no other express warranty is made in respect to the goods.
5. The goods sold under this invoice are purchased by the buyer “as is” and seller does not warrant that they are of merchantable quality or that they can be used for any particular purpose.
6. No agent, employee, or representative of seller has any authority to bind seller to any affirmation, representation or warranty concerning the goods sold hereunder.
7. The invoice together with any purchase order of buyer is intended to be complete and exclusive terms of sale between the parties. Any terms in buyers purchase order which conflict with, vary, modify or change the terms and conditions contained in this invoice shall be superseded by the terms contained herein, unless buyer notifies seller within 72 hours, in writing, that the terms contained herein are not acceptable, and specifically identifies the objectionable terms.
8. This agreement is governed by the Uniform Commercial Code as adopted in the State of California.
9. Any suit brought to enforce the terms of this agreement or for the price of the goods shall entitle the prevailing party to an award of reasonable attorney’s fees and court costs.
10. The prices of goods and services provided under this agreement are subject to adjustment in the event of any increase in costs due to tariffs. Any tariffs incurred by Kycon will be passed on as a separate line item at time of invoicing. Exact tariff percentages will vary depending on date Kycon received parts in house. Kycon reserves the right to adjust the prices accordingly. The buyer agrees to pay the adjusted prices for all affected orders.