

ZERO ZONE TERMS OF SALE

Pricing

All orders are subject to acceptance by Zero Zone Inc. (Seller), must be made in writing and are subject to credit approval prior to shipment. All prices are for material packed for domestic shipment for delivery F.O.B. point of manufacture. Acceptance of orders is based on present costs, and is subject to increase by Seller at any time prior to delivery in respect to all or any portion of the material on order to the extent necessary to cover Seller's increased costs applicable thereto.

Taxes

The Buyer shall be liable for all Federal, State, and Local taxes. The Buyer agrees to indemnify and hold Seller harmless from and against any and all claims asserted against Seller relating to the liability for sales and use tax, or any other tax, fee or charge imposed on or in connection with any goods or services purchased from Seller.

Payment Terms

New customers preferring an open account must submit three (3) trade references and a bank reference prior to order entry. Orders needing credit references which have not been received by Seller will be processed on a C.O.D. or C.I.A. basis. Seller's terms are Net 10 days, unless otherwise specified. A minimum service charge of 1 1/2 percent per month will be imposed on all past due balances. Buyer is also responsible for reasonable collection expenses, including attorney fees, should collection efforts be required.

Default/Cancellation

If Buyer shall fail or refuse to accept delivery of the equipment and parts ordered hereunder or shall default in the performance of any of the terms, covenants and conditions of this agreement, Seller may retain the cash deposited or paid to it and apply the same toward payment of its damages. All canceled orders and returned goods may be subject to a minimum of 15% cancellation and/or restocking charge. Merchandise may not be returned without written authorization from the Seller. Requests for return must be made within thirty (30) days after shipment. Custom or modified units cannot be returned. Buyer may cancel its order, reduce quantities, revise specifications or extend schedules only by mutual agreement which shall take into account expenses already incurred and commitments made by Seller, and Buyer shall indemnify Seller against any loss.

Delivery

Shipping dates are approximate and based on prompt receipt of all necessary information. All risks of loss shall be on Buyer from point of shipment. Buyer shall pay all transportation and delivery charges to final destination. If expedited shipment is requested the Buyer is expected to cover the Seller's cost of overtime pay and expedited shipments from vendors supplying Seller. Claims for shortages or incorrect merchandise must be made in writing to the Seller within ten (10) days after receipt of merchandise. FREIGHT DAMAGES OR DELAYS ARE NOT THE RESPONSIBILITY OF SELLER. Any claim for damaged merchandise must be processed through the delivering carrier by the consignee. Zero Zone, Inc. may assist in filing the claim in order to expedite the claim. Seller shall not be liable for loss or damage due to delay in delivery, manufacture or installation resulting from any cause beyond the Seller's reasonable control, including but not limited to, acts of force majeure, or inability to obtain necessary labor or materials from the Seller's usual sources; and any delays resulting from such cause shall constitute cause for extending delivery dates and receipt of the goods shall constitute a waiver of all claims for damages. In no event shall Seller be liable for special or consequential damages.



ZERO-ZONE.COM

CASE DIVISION
110 N OAKRIDGE DRIVE
NORTH PRAIRIE, WI 53153
Phone: 800-247-4496
Fax: 262-392-6450

SYSTEMS DIVISION
6151 140TH AVE NW
RAMSEY, MN 55303
Phone: 800-708-3735
Fax: 763-398-1998

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Specifications

Quantities and sizes are subject to variation in accordance with Seller's standard practices and tolerances and the requirements of the job. All orders will be manufactured and invoiced as specified on the Seller Order Acknowledgement. If corrections or additions are required by the customer, Seller must be advised in writing immediately. If this is not done, it is assumed by Seller that the customer has examined and approved the acknowledgement as written, including these terms and conditions.

Installation

Unless otherwise specifically agreed, installation of equipment purchased from the seller shall be by others. All costs of installation including but not limited to costs of electrical work, plumbing, sweeping, or general cleanup shall be on a separate contract by others to the buyer. In no event shall Seller be responsible for any additional charges that installers may impose in fulfillment of their contract.

Warranty

The buyer acknowledges acceptance of Seller's standard warranty as a condition of purchase, and that Seller has not made nor implied any additional or replacement to the standard warranty.

Indemnification

Buyer agrees to Indemnify, Hold Harmless, and Defend Seller from and against any and all liabilities and expenses arising out of injury or damage which results from Buyer's misuse, misapplication, or failure to inspect, maintain, or repair products which are the subject of the agreement.

Applicable Law

The rights and obligations of Seller and Buyer under this order shall be governed by the laws of the State of Wisconsin. No waiver, modification, or addition to any of the terms of this order shall be binding on Seller unless made in writing by an authorized representative of Seller. The provisions hereof are intended by Buyer and Seller as a final expression of their agreement and are intended also as a complete and exclusive statement of all terms applicable to Buyer's order.

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