



Terms and Conditions of Sale

ACCEPTANCE: All orders shall be subject to the following terms and conditions and acceptance by ZIRCAR Ceramics, Inc. (ZCI).

TELEPHONE ORDERS: Telephone orders are accepted at the risk of the caller as shipments may be made before receipt of confirmation. Customers should confirm telephone orders with a hard copy.

CONFIRMATION OF TELEPHONE ORDERS: Confirming orders must be marked "CONFIRMATION". Orders not marked "CONFIRMATION" may be accidentally treated as new orders and duplicated. We are not responsible for expenses or inconvenience thus incurred.

PRICES: Prices are subject to change without prior notice. All shipments will be invoiced in U.S. dollars, at prices in effect at the time of shipment.

ERRORS: Clerical and typographical errors are subject to correction.

SET-UP CHARGE: On custom items, a set-up charge may be applied, and in this event, it will be quoted as a separate item either as a set-up charge or a non-recurring set-up charge. Unless otherwise expressly provided, any tools, dies, or fixtures which may be developed for use in the production of the goods covered shall be owned by ZCI even though you are charged in whole or part for the cost of such tools, dies, and fixtures.

PACKING: Special packing may be required for safe shipment. ISPM Compliant packaging may also be required. This packing may be subject to additional charges.

COMMERCIAL CHARGES: All orders are subject to the addition of "Commercial Charges".

TAXES: ZCI's prices do not include sales, use, excise, or similar taxes. Thus, in addition to the price specified herein, any present or future sales, use, excise or similar taxes applicable to the products sold hereunder shall be added to the price and paid by the Purchaser. The foregoing shall not apply to any taxes upon presentation of valid tax exemption certificates.

SHIPPING POINT: All goods supplied will ship from ZIRCAR Ceramics' warehouse located at 203 Black Meadow Road, Chester, NY 10918 or other point of origin as specified by ZCI unless other arrangements are made prior to shipment being made. In ALL cases where customer's appointed Carrier or Freight Forwarder collects goods at any of ZCI's Shipping Points, ALL charges and risk associated with the transport of items from Shipping Point are the sole responsibility of the customer.

SHIPPING METHOD: ZCI shall make shipments using the carrier(s) of its choice, unless otherwise specified in writing.

INSURANCE: ZCI's policy is to insure all outgoing shipments unless otherwise specified in writing by Customer. In all cases where Customer specifies a carrier, risk of loss or damage to goods in transit shall fall upon the purchaser. The purchaser shall file any resulting claims with the carrier.

SHIPPING CHARGES: Shipping Charges will be added to invoices for all shipments made on a Pre-Pay and Add basis.

HANDLING FEE: An administrative handling fee of 20% of the Shipping Costs will be added to invoices for all shipments made on a Pre-Pay and Add basis.

ZIRCAR Ceramics Inc.
2017
PO Box 519
100 N Main St, Florida, NY 10921-0519
Telephone: (845) 651-6600
Email: sales@zircarceramics.com
www.zircarceramics.com

Revised: June 5, 2017,

DELIVERY TIMES: Shipping dates are approximate. ZCI shall not be liable for delay in delivery or failure to manufacture due to causes beyond its reasonable control, nor shall ZCI be required to allocate production and deliveries in this event, between customers.

HOLD FOR RELEASE ORDERS: Unless specific instructions are given in writing by customer, orders will be entered into the normal production schedule for immediate shipment upon completion of manufacturing. Orders held for release for shipping beyond 30 days of completion may be subject to storage charges.

PREPAYMENT: Payment may be made in advance of shipment or by Letter of Credit. In the case of custom products we may require full payment in advance, partial payment or progress payments.

CREDIT TERMS: ZCI may extend credit to customers in good standing. ZCI reserves the right to make the final decision regarding the extension of credit. Unless otherwise specified in writing, by ZCI, payment for goods shipped under credit terms will be made by the buyer within 30 days from the date of invoice. A finance charge will be added to the balance over 30 days. Buyer shall reimburse ZCI for any expenses incurred while collecting delinquent accounts receivable.

CANCELLATION: Buyer may cancel its order(s), in whole or part, only upon written notice to ZCI, and upon payment of reasonable cancellation charges, which shall include expenses and commitment costs incurred by ZCI and attributable to such order(s). See "Commercial Charges" for a delineation of cancellation charges.

CLAIMS: Authorization to return goods must be obtained from ZCI before returning any merchandise. Claims on price or invoicing errors are to be made within ten days. Claims for defective material or variations from ordered specifications or tolerances should be made immediately after receipt of merchandise. Claims made 90 days after shipment will not be honored.

RETURNS: Custom items are non-returnable. Standard items may be returned for credit within 90 days of their original ship date. Returned standard items received in satisfactory condition are subject to "Commercial Charges".

WARRANTY & LIMITATION OF LIABILITY: ZCI warrants that the products to be delivered shall be of the type specified, uniform in quality and free from defects in material and workmanship. ZCI MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED. ZCI's liability under the above warranty shall not exceed the cost of correcting any defects in replacement of the products delivered. The Purchaser assumes all risk and liability for the results obtained by the use of any product in combination with other articles or materials or in the practice of any process. It is expressly understood that any suggestions, drawings, and technical advice furnished by ZCI with reference to the use of its materials is given gratis and ZCI assumes no obligation or liability for the advice given or results obtained, all such advice being given and accepted at the user's risk.

PATENTS: Purchaser shall hold ZCI harmless against any expense or loss from infringement of patents or trademarks arising from compliance with Purchaser's designs, specifications, or instructions in the manufacture of the products. ZCI shall not be liable for any use made by Purchaser, of the product furnished Purchaser, which is covered by an adversely held patent.

APPLICABLE LAW: The rights and duties of the parties to this transaction shall be governed by the laws of the State of New York.

FINAL AGREEMENT: Any change or departure from the above stated terms and conditions or agreements to accept customers own terms and conditions of purchase, shall be valid only upon written approval of an officer of ZCI.

ZIRCAR Ceramics Inc., P.O. BOX 519, Florida, New York 10921-0519, PHONE: 845-651-6600,

FAX: 845- 651-0441, E-mail: sales@zircarceramics.com .

ZIRCAR Ceramics Inc.
2017
PO Box 519
100 N Main St, Florida, NY 10921-0519
Telephone: (845) 651-6600
Email: sales@zircarceramics.com
www.zircarceramics.com

Revised: June 5, 2017,