

# TERMS & CONDITIONS

## How to Order

Orders can be made by submitting a list or drawing and in return, Agam Group, Ltd. (Agam) will assist with engineering and fulfilling orders.

## Prices

All prices are subject to change without notice. After placing an order, the customer receives a Customer Order Acknowledgment via email, which indicates in detail the scope of the work and the pricing. Orders will not be processed without Agam receiving a signed copy of said Customer Order Acknowledgment.

## Freight

Prices are F.O.B. shipping point, (Elkridge, Maryland). Agam will ship FedEx, FedEx Freight, UPS Ground or other (if specified), size and destination permitting. Agam will attempt to comply, but will not guarantee, requested shipping date, loading, and routing instructions.

## Credit Card Payments

For credit card payments, a separate charge for freight will be applied to your card once the product has shipped unless you designate the order to ship on your USP or FedEx account number.

## Damaged Merchandise

Concealed damage can occur from rough handling by carriers, and the amount of this damage is collectible by recipient from the carrier upon proper presentation of proper claim with the carrier. If damage occurs, the customer must notify Agam and note the damage on the Bill of Lading (BOL) and take pictures

## Claims

All claims must be made within 10 days after receipt of goods. Risk for the goods falls upon the purchaser upon leaving warehouse of the seller.

## Return of Merchandise

No returns of merchandise will be accepted without the prior written approval of Agam. With official return authorization, returns will be accepted for credit only against future purchases and no refund for any return credit will be made. All returns will be: (1) subject to 33 1/3% restocking charge, (2) computed on current price or sales price, whichever is lower and, (3) accepted only on a prepaid freight basis. Cut-to-size pieces, painted pieces, and in general non-stock items are not acceptable for returns. Unless Agam Group, Ltd. receives goods within 15 days of return authorization, the return authorization is void.

## Rental

Products rented from Agam are subject to timing limitations and proper care when in use. Rental duration is from 10 calendar days prior to the event and up to 10 calendar days after the event. This time frame is measured from the day the properties leave Agam's dock to the day they return to Agam's dock. The leave and return days are counted in the overall duration. Late returns are subject to a fee, which is equal to the original rental price. Upon return, rental

items will be inspected. Any missing pieces or damage (beyond normal wear and tear) is the responsibility of the client and replacement costs and/or repairs will be billed accordingly.

## Minimum Order

Our minimum order is \$100.00. Orders less than \$100.00 are subject to a \$20.00 handling charge.

## Warranty

Agam's warranty is limited to shipping a replacement for any defective item providing a written claim is made 10 days from receipt of goods. Agam will not allow or pay any claims resulting from use of such items, or any consequential damages. Seller warrants that, at the time of shipment, the goods will be as described in the order. There are no other warranties, either expressed or implied. Determination as to the suitability of the material to the use contemplated is the user's sole responsibility. Seller shall not be liable for consequential operational or contingent damages arising from this warrant, breach of contract, breach of warranty, negligence or any other legal theory. Seller will in no event be liable for any consequential, special or contingent damage or expense arising directly or indirectly from any defect in its goods or from the use thereof, nor is any other person authorized to assume to seller any such liability. Such damages include but are not limited to loss of profits or revenue, loss of the use of goods or any associated goods or equipment, cost of any substitute goods, facilities or services, downtime costs, costs of capital or claims of buyer's customers for such damages or arising out of the use of the product sold hereunder. The foregoing warranty states Seller's entire and exclusive liability and Buyer's exclusive and sole remedy whether based on contract, negligence or otherwise. The remedy set forth herein shall be the exclusive remedy available to the Buyer. The liability of the Seller, whether in contract, tort or under any warranty or otherwise, shall not exceed the price of the goods sold. Damage to the product by accident, misuse, abuse, modification or misapplication or by improper service or installation voids our warranty.

## Terms

Shipment and deliveries shall at all times be subject to approval of Seller's credit department and Seller may require at any time payment in advance or satisfactory security or guarantee that invoices will be promptly paid when due. A service charge of 1.5% per month will be made on all past due accounts. Customer agrees to pay reasonable attorneys and/or collection agent fees in excess of amount owed, if account is referred for collection or suit.

## Security Agreement

In the event of an order as a result of this proposal, the buyer agrees that the seller hereby retains security interest in the goods described herein until the unpaid balance of such goods and merchandise is fully paid. It is expressly agreed and understood that in case of default, seller shall be entitled to possession of the goods and merchandise, and/or the entire balance shall become due and payable immediately.