



Conditions of Sale

1. These conditions apply to all agreements for the sale or supply of goods and for the supply of services by Stewarts-USA, LLC (herein referred to as the "Company") and cannot be excluded unless agreed, in writing, by an officer of Stewarts-USA. The Company will not contract for the supply of goods or for the supply of services on terms which consist of, or include, any terms or conditions contained in any order, form or any other document of any purchaser unless these are agreed in writing, by an officer of Stewarts-USA. The placing of an order for goods or services and/or the acceptance of goods or services shall constitute an acceptance of these terms notwithstanding any other terms and conditions which may be set out or referred to in any other document.
2. These terms constitute the entire agreement between the parties and supersede all prior dealings, negotiations, representations, agreements, stipulations or understandings, whether written or oral and express or implied. No variations or additions to these terms shall be effective unless agreed in writing by an officer of Stewarts-USA.
3. All contracts for the sale or supply of goods and the supply of services by the Company shall be construed and interpreted according to the laws of the State of Texas, Harris county shall have exclusive jurisdiction to hear and determine any dispute arising out of or connected with any such sale or supply.
4. The validity or unenforceability for any reason of any part of these terms shall not prejudice or affect the validity or enforceability of the remainder.
5. Prices quoted or agreed for goods manufactured by the Company or services supplied by the Company are based on the cost of labor and materials prevailing at the date of the agreement. Such prices may be increased by the Company in line with any increases in the cost of labor and materials between the date of quotation or agreement and the date of supply of goods or services.
6. If, after any price has been quoted or agreed, there is any imposition of, removal, or alteration in, the rate of any tax, duty or levy imposed by any government or other competent authority, the price quoted or agreed will be adjusted accordingly.
7. Unless expressly stated to the contrary, any price quoted or stated in any agreement excludes Value Added Tax and any other tax to which the transaction may be subject.
8. Terms of payment for "Open Accounts", with credit approval and in good standing are strictly NET 30 days from date of dispatch/invoice date and no other terms will apply unless agreed in writing on a quote, estimate, invoice or by an officer of Stewarts-USA. If any sum due remains outstanding (whether demanded or not) the Company shall be entitled to interest thereon until payment (after as well as before any judgement) at current interest rate or at least 1.75% per month. Accepted methods of payment (ACH, EFT, bank wire, credit cards, etc.) may require additional fees and the purchaser may be liable for these additional fees.
9. The purchaser shall make the payments provided for under these terms in full and shall not be entitled to make any deductions or set-off against any payment by reason of any claim arising under this or any other contract or for any other reason, unless agreed to in writing by an officer of the Company.
10. Title to goods shall not pass to any purchaser until they have been paid for in full. The purchaser hereby grants to the Company an irrevocable license to enter by itself, its servants or agents upon any land occupied by the purchaser with suitable transport to recover and remove any goods in respect of which any payment has not been made by the due date and to provide reasonable access to any place at which any such goods may be.
11. The time for delivery shall be reckoned from the date of receipt by us of complete instructions, approval of drawings etc., necessary for the execution of the work. Any date for delivery or performance of any contract by the Company is an estimate only. Time for delivery is not of the essence of any contract and cannot be made of the essence by any purchaser unless agreed in writing by an Officer of Stewarts-USA and no liability whatsoever for inability to deliver to time will be accepted by us whether in respect of direct or consequential damages.
12. The Company shall not be liable for any failure or delay in delivering goods or performing any services which is due directly or indirectly to hostilities, riot, civil commotion, strikes, lock-outs, industrial disputes, legislation or official regulations, seizure, detention or forfeiture under legal process, willful damage, natural causes such as but not limited to Act of God, earthquake, flood or tempest, or to fire, accident, theft or any other event or cause outside the Company's control.
13. Illustrations and other advertising matter supplied by the Company represent generally the goods offered but are not binding in points of detail as improvements are being constantly made in design. All drawings are submitted in confidence and must not be copied, shown to any third party, or used for any other purpose whatsoever without our agreement in writing.
14. As all goods are manufactured against the specific requirements of each purchaser's individual order, alterations, cancellations or returns cannot be made without our consent. All work carried out against a purchaser's order must be paid for in full.
15. All goods are inspected and tested before dispatch. If within a period of one year from date of invoice, any failure due to faulty material or workmanship should occur we will, at our option, replace or repair free of charge to the purchaser. Goods must be returned, carriage paid, to our Works.
16. We will, at our option, replace or repair free of charge to the purchaser any goods damaged or lost in transit provided the carriers or ourselves receive notification of such damage within three days of delivery or in the case of loss within ten days of dispatch.
17. The seller's liability for any breach of contract shall be limited to the price of the goods supplied or to be supplied and the seller shall not be liable to the buyer by reason of any misrepresentation or any implied or express warranty, condition or item or any duty at law for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise) costs, expenses or other claims which arise out of or in connection with the contract. For the avoidance of doubt, nothing in any contract for goods or services shall confer on any third party any benefit or the right to enforce any term of the contract.
18. The placing of an order will be deemed to be full acceptance of our terms of trading.