



**DEPOSITS** – Unless agreed to in writing GRG Technologies, LLC requires a non-refundable deposit on all orders prior to issuance of shop drawings.

**PAYMENT AND FINANCE CHARGES** – Payment in full is due at 3954 Miller Rd. Newtown Square, PA 19073 no later than 30 days after invoice date, regardless of whether (or when) Buyer receives payment from its customer. Unless agreed to in writing, GRG Technologies does not consent to the withholding of any retainage from payments due to them, regardless of whether Buyer is subject to retainage from its customer. **A finance charge of 18% per annum will be charged for accounts in arrears.** GRG Technologies, at any time and at its own discretion, reserves the right to set and/or adjust the credit limit for any customer. GRG Technologies reserves the right to stop shipments if the customer has unpaid balances that are either past due or beyond their credit limit. GRG Technologies may apply payments received to any outstanding customer balance.

**SALES TAX** – GRG Technologies only collects sales tax in PA and NJ as required by law. Any applicable sales tax due in other states is the sole responsibility of the customer. If a PA or NJ job is tax-exempt, an exemption certificate **MUST** be received at the time the order is placed. If customer fails to provide the certificate in a timely manner, customer is responsible for any sales tax paid by GRG Technologies prior to receipt of certificate.

**ACCELERATION** - Should GRG Technologies discover incorrect data on the Buyer's application for credit, or any other detrimental information concerning the Buyer, then GRG Technologies shall be entitled to immediate payment on all invoices.

**RISK OF LOSS** - The risk of loss for all material purchased by Buyer shall pass to Buyer upon delivery of materials to job site (or other agreed upon destination.) Any transit related damages must be noted on actual BOL at time of delivery.

**BUYER CLAIMS** - Claims for defective materials or shortages shall be waived and released by Buyer unless GRG Technologies is notified in writing within five (5) business days of delivery.

**CANCELLATION** - Should any order be cancelled by the Buyer for any reason following any authorization to proceed, Buyer shall then be responsible for damages in the amount of the greater of: (1) the Deposit; or (2) all costs incurred by GRG Technologies, including but not limited to, the production of shop drawings / submittals, Project Management, Labor, Materials and any other costs to date associated with the processing of the order. On orders cancelled prior to approval, the deposit may be refunded, less any costs incurred by GRG Technologies for shop drawings / samples, etc.

**ADDITIONAL CHARGES** - Orders that are not released into our production schedule within 60 days of the quote date may result in additional charges and adjusted lead-times, due to possible increases in raw material costs, material availability, fuel surcharges and labor/overhead in effect at the time of production. GRG Technologies reserves the right to revise the freight charges on any order at the time of shipment. GRG Technologies reserves the right to invoice all orders that are not shipped within 5 days after notifying customer of completion. In addition, minimum storage charges of \$100.00 per month apply to all orders not shipped within 10 days of completion.

**LIMITATIONS ON WARRANTIES, LIMITATIONS ON DAMAGES AND LIMITATIONS ON REMEDIES -**

- (a) GRG Technologies will replace its products discovered to contain a manufacturing defect in the materials or workmanship within a period not to exceed one year from the date of delivery to Buyer. Buyer must notify GRG Technologies in writing, within five (5) business days from the date of discovery, of any manufacturing defect in the material or workmanship of a GRG Technologies product.
  - (b) The foregoing warranty is in lieu of all other warranties, express or implied, in fact or by operation of law, including any warranty of merchantability or fitness for a particular purpose. GRG Technologies makes no warranties, expressed or implied, including warranties as to merchant ability or as to the fitness of the merchandise for any particular use or purpose, and shall not be liable for any loss or damage, directly or indirectly, arising from the use of such merchandise or for consequential damages. Any statement made by an employee or the representative of GRG Technologies about any product that is inconsistent or in conflict with the express provisions of the foregoing warranty is not binding on GRG Technologies unless reduced to a written document signed by a duly authorized officer of GRG Technologies.
  - (c) GRG Technologies shall not be liable for incidental, consequential, or special damages of any kind arising out of the sale, installation, and the use of its products or for any delay in shipments. At its sole option, upon being notified of a defect in its product, GRG Technologies may elect to replace or repair its product or to refund the purchase price paid for the product. In no event shall GRG Technologies be liable for any amount greater than the purchase price of the product, nor be responsible for any costs incurred by others relating to the evaluation, repair or replacement of defective product.
  - (d) The foregoing warranty does not extend to products that have been modified or defects that are caused by improper handling, storage, or installation of the product.
- The warranty also does not extend to damage caused by normal wear or use, improper care or maintenance, failure to follow instructions on installation or use. GRG Technologies disclaims responsibility for loss or damage caused by the use of its products.

**RESOLUTION OF DISPUTES** - All disputes arising from or relating to a credit agreement or purchase of products by Buyer from GRG Technologies shall be governed by the laws of the Commonwealth of Pennsylvania. Buyer agrees that, in any dispute arising from or relating to a credit agreement or purchase of products by Buyer from GRG Technologies, Buyer consents to and shall be subject to the exclusive jurisdiction of the courts of Pennsylvania. Should GRG Technologies prevail in any action to collect any amount due under the Credit Agreement, Buyer agrees to pay, in addition to any damages awarded to GRG Technologies, the greater of (a) all of GRG Technologies' attorneys' fees and costs of suit; or (b) 25% of all damages and costs of suit. All undisputed amounts that are due must be paid within the established payment terms between the customer and GRG Technologies.

**SEVERABILITY** - In case any provision contained herein shall for any reason be held to be invalid, illegal or unenforceable, it shall not affect any other provisions and it will be considered as if it had never been contained herein.

**GRG TECHNOLOGIES' RIGHTS** - GRG Technologies abides by and retains all the rights given to it under the Uniform Commercial Code. Typographical and facsimile transmission errors are subject to correction.

THESE TERMS AND CONDITIONS MAY NOT BE CHANGED EXCEPT WHEN IN WRITING AND SIGNED BY AN AUTHORIZED OFFICER OF GRG TECHNOLOGIES, LLC.