

ARXYS TERMS & CONDITIONS



*All Pricing is valid for 30 days unless otherwise noted

1. With Approved credit, Invoices are payable in 30 days from invoice date unless other terms are negotiated and noted on the quotation or invoice. By accepting delivery of goods, Buyer agrees to pay the invoiced cost for those goods, and agrees to be bound to these contract terms. No acceptance may vary these terms unless specifically agreed in writing by Seller.
2. Prices are subject to change at any time. Prices are for Products only and do not include taxes, shipping charges, freight, duties, and other charges or fees, such as fees for special packaging and labeling of the Products, permits, certificates, customs declarations and registration (collectively, "Additional Fees"). Customer is responsible for any Additional Fees.
3. Seller retains title of all goods until full payment in good funds is received by Seller. Goods shipped or delivered are F.O.B. Seller's place of business, and risk of loss passes to Buyer upon the earlier of delivery, or placement with a carrier. Buyer shall pay all applicable taxes and shipping costs.
4. Payments on open account shall be applied to oldest invoices first. Balances 30 days or more accrue 1.5% service for each month or portion thereof such balance remains due. On any past due invoice, Arxys may charge (i) interest from the payment due date to the date of payment at 18% per annum, plus reasonable attorney fees and collection costs; or (ii) the maximum amount that is allowed under the applicable law if Arxys' interest rate is deemed invalid. At any time, Arxys may change the terms of Customer's credit, require financial data from Customer for verification of Customer's creditworthiness, require a bank guarantee or other security, or suspend any outstanding Orders of Customer.
5. Seller is not liable for any incidental, consequential or special damages, interest, costs or expenses, or for loss of use, loss of data or lost profits or wages, whether or not Seller knew such damages might be incurred. Seller's liability is in all cases limited to refunding the lower of the purchase price or the resale value of the goods at the time or return, at Seller's option. Seller will not refund amounts paid for services rendered.
6. Seller's remedies for non-payment of this invoice shall include, in addition to all other remedies provided by law, the right to repossess any goods in the possession of Buyer, purchased from Seller, the title for which has not passed to Buyer. Buyer shall surrender such goods upon demand to Seller or Seller's agent.
7. Seller will accept return of non-conforming goods, only when returned in original condition and packaging for up to 30 days after receipt of product. Returns may be subject to restocking fee of 50% of the invoice price, in Seller's discretion. Special Order items are non-returnable. Buyer shall pay all shipping costs for returns under manufacturer's warranties.
8. In the event it becomes necessary for the Seller to incur any collection costs or suits to collect payment, the Buyer will be responsible for all such costs, including but not limited to court costs, attorney fees and collection agency fees on said collection/suit.
9. Typical order processing and shipment time is 3 weeks after receipt of purchase order and approved credit terms or payment. Expedited orders when possible will incur additional expediting costs.

Sign below to agree to terms and conditions

Company: _____ Name: _____

Date: _____ Signature: _____