

By placing an order for products ("Products") with John Chadwick Corporation DBA J Chadwick Co ("JCC"), the customer ("Buyer") is indicating their acceptance of the following terms and conditions ("T&Cs"). Order confirmation by JCC constitutes an acceptance of an order; this acceptance is conditional upon Buyer's assent to these T&Cs.

Orders

JCC shall accept, reject, or propose a modification to an order by written notice within two (2) business days of receipt.

International orders are subject to a \$250.00 minimum order amount.

Price and Payment

All prices are in US Dollars and payment must in US Dollars. Accepted payment methods are business check, wire transfer, Visa, MasterCard, and American Express. Credit card transactions may be subject to a service charge.

Net 30 terms are available to qualified businesses on approved credit. Notwithstanding any payment provisions specified on the invoice, JCC shall have no obligation to deliver Products on credit, and any credit approval may be withdrawn at any time.

All prices published or quoted by JCC are subject to adjustment due to special requirements, shipment arrangements, changes, or other conditions which are not included in standard pricing or as part of original quotation.

Buyer shall bear all applicable federal, state, municipal and other government taxes, as well as import or customs duties, license fees and similar charges, on the sale of Products or the delivery thereof.

Cancellations

Orders may be cancelled up to five (5) business days before the shipment date; orders are non-cancelable after shipment. All custom/made-to-order Products are non-cancelable.

Delivery

All shipping dates are approximate and are based upon JCC's prompt receipt of all information required from Buyer to process the order. JCC will ship via the method indicated by Buyer, including any special instructions. If no instructions are provided, JCC will deliver via its surface carrier of choice.

Unless separately negotiated, Buyer is responsible for all shipping charges, taxes, tariffs, VAT, customs, etc.

JCC will not be liable for performance delays nor for non-performance due to causes beyond its reasonable control (force majeure).

Title & Risk

Title to and risk of loss of the Products will pass to Buyer upon delivery of the Products to shipment carrier (FOB).

Rejections and Returns

Buyer must notify JCC within five (5) business days of receiving an order of any errors, defects, shortages, or other problems, and provide a written report of the non-conformance.

All sales are final. No refunds will be given, delivered items may be returned for exchange or repair only. The right to return defective Products shall constitute the Buyer's exclusive remedy in connection with any claim relating to the quality, condition or performance of any Products.

LIMITED LIFETIME WARRANTY

JCC products are covered by a limited lifetime warranty. JCC warrants that the Products will perform substantially in conformance with the published specifications and be free from defects of material and workmanship, when subject to normal, proper and intended usage for the lifetime of the products. JCC agrees during the warranty period to repair or replace, at JCC's option, defective Products so as to cause the same to operate in substantial conformance with published specifications. THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO ANY OF THE PRODUCTS. This warranty does not cover cosmetic damage or damage due to acts of God, accident, misuse, abuse, or negligence or improper operation or maintenance. Warranty is null and void if repair or modification is attempted by anyone other than J Chadwick Co or its authorized representatives. Repair or replacement as provided under this warranty is the exclusive remedy of the consumer.

Limitation of Liability

JCC shall not be liable under any circumstances for any special, consequential, incidental, punitive or exemplary damages arising out of or in any way connected with the agreement to sell product to Buyer or the product, including, but not limited to, damages for lost profits, loss of use, lost data or for any damages paid by Buyer to third parties. The foregoing limitation of liability shall apply whether any claim is based upon principles of contract, warranty, negligence or other tort, breach of any statutory duty, principles of indemnity or contribution, the failure of any limited or exclusive remedy to achieve its essential purpose, or otherwise.