



TERMS AND CONDITIONS

1. **Definitions.** The terms "Buyer" means the person, firm or company who buys or agrees to buy Goods or Services from the Seller. The "Seller" means "Geobasics, Inc.", 1350 Progress Industrial Blvd, Lawrenceville, GA 30043, Federal Tax ID# 46-1085070. E-mail: info@geobasics.com. "Conditions" mean the Conditions of Sale set out in this document and any special conditions agreed in writing by the Seller's authorized agents.

2. **Acceptance of Terms & Conditions.** All Goods are purchased subject to Buyers consent to the Terms and Conditions contained herein. Buyer's acceptance of goods and failure to give prompt written notice of specific objection to the terms and conditions herein shall constitute consent to the terms and conditions contained herein. In consideration for the extension of credit to Buyer, Buyer agrees that all purchases made by Buyer are made solely on Seller's terms and conditions stated herein and may not be deleted or modified in any respect without express written consent of Seller's authorized agents, referring specifically to these terms and conditions.

3. **Credit/Payment Terms.** Terms are 30 days net from date of Seller's invoice. A finance charge of 1.5% per month (18% per annum) will be charged on all invoices not paid within 30 days from date of invoice. All orders are accepted subject to approval of Buyer's credit.

4. **Application of Payments.** Buyer hereby authorizes Seller to apply any payments made by or on behalf of Buyer to Seller to any order or account then outstanding between Buyer and Seller.

5. **Taxes/Duties/Fees.** The Buyer is responsible for the amount of any and all taxes, duties, excises or other charges which Seller/Buyer may be required to pay or collect for any government, national, state or local, upon, or measured by the production, sale, transportation, delivery or use of the Goods sold hereunder.

6. **Quotations, Estimates and Price Lists.** Unless otherwise stated in writing, quotations, Engineer recommendations and price lists are subject to change without notice. All estimates and Engineer recommendations are based on drawings and/or data provided by the Buyer. Seller assumes no liability in design or accuracy of actual quantities required for projects submitted by Buyer.

7. **Price Increases.** Goods not of Seller's own manufacture are sold subject to Seller's continuing ability to procure same from Seller's regular source of supply and at Seller's present cost, including freight or any other cost. In the event of an increase in Seller's cost of any goods, prior to final delivery hereunder, the price of such goods then remaining undelivered shall be correspondingly increased.

8. **Order Processing and Shipment.** All orders are processed in the order of receipt, subject to credit approval and product availability. All inventory levels are subject to prior sale. Orders received after 12:30 pm EST will ship by common carrier the next business day. Customer Pick-up orders received by 4:00 pm EST will be available the next business day.

9. **Warehouse Hours of Operation Eastern Time.**

Customer Pickup & Return:	8:00am to 11:30am Monday-Friday
Receiving:	8:00am to 11:30am Monday-Friday
Lunch:	11:30am to 12:30pm Monday-Friday
Shipping:	12:30pm to 4:30pm Monday-Friday

10. **Force Majeure.** In the event that the Seller is prevented from carrying out its obligations under a contract for sale as a result of any cause beyond its control such as but not limited to Acts of God, War, Strikes, Lock-outs, Flood and Failure of third parties to deliver goods, the Seller shall be relieved of its obligations and liabilities under such contract for as long as fulfillment is prevented.

11. **Ownership and Risk.** All risk in Goods shall pass to the Buyer from F.O.B. origin. All transportation and insurance charges of such Goods to and from Seller shall be borne by Buyer. Seller shall not be liable for any delay, loss or damage in transit and may select alternate carriers which, in its view, are suitable. Partial delivery shall be accepted by Buyer and paid for pursuant to the terms of this Agreement. Partial deliveries shall be accepted by Buyer and paid for pursuant to the terms of this Agreement. Partial delivery of Goods not in accordance with specifications shall not affect the remainder of this Agreement. Title and risk of loss or damage to the Goods shall pass to Buyer upon delivery of the Goods to the carrier. Seller reserves a purchase money security interest in the Goods until payment in full has been received by Seller. Purchaser agrees to such reservation and to the filing of appropriate documents pursuant to applicable law and will, if requested by Seller in writing, execute and deliver to Seller such documents for filing. It is the Buyers obligation to inspect the Goods immediately upon receipt. If damage or shortages are found, the Buyer must notate damage or shortages on the carriers Bills of Lading and notify Seller verbally and in writing within 24 hours of the occurrence. If the Buyer fails to do this he is deemed to have accepted the Goods as is.

12. **Returns.** If Seller agrees in writing that Goods are to be returned, a Return Material Authorization (RMA) must be issued by the Seller and clearly marked on all return packages. All return Goods must be in resalable condition. All Goods will be inspected upon return; and any service or repairs needed as deemed by Seller will be charged and added to the restocking fee. The Seller reserves the right to deduct a handling and restocking charge of 20% from all credits issued for Goods which are returned; if they were ordered in error or are no longer required. Special orders, non-stock items and grout are not returnable.

13. **Cancellations.** All Cancellations must be received by Seller in writing within five (5) days of Sellers receipt of order; all other Cancellations are at the sole discretion of Seller. Stock item orders shipped after notice is received, but before expiration of the five day requirement, will be subject to all standard Return conditions. The forgoing, notwithstanding Cancellation on non-stock items may be made only if no raw materials have been purchased and manufacturing has not begun. Orders cannot be cancelled without the consent of one of Seller's authorized agents.

14. **WARRANTIES/LIMITATION OF DAMAGES/EXCLUSIVE REMEDY. SELLER MAKES NO WARRANTIES EXPRESS OR IMPLIED INCLUDING WARRANTIES AS TO MERCHANTABILITY OR AS TO FITNESS FOR ANY PARTICULAR USE OR PURPOSE. SELLER SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE INCLUDING CONSEQUENTIAL OR INCIDENTAL DAMAGES DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF GOODS SOLD BY SELLER OR FOR ANY DELAYS IN DELIVERY OF GOODS. IN LIEU OF ANY WARRANTIES BY SELLER, SELLER WILL ASSIGN TO BUYER ANY WARRANTIES TO WHICH SELLER MAY BE ENTITLED AGAINST THE MANUFACTURER OF THE GOODS. IN THE EVENT OF ANY LIABILITY NOT OTHERWISE DISCLAIMED, BUYER'S SOLE AND EXCLUSIVE REMEDY AGAINST SELLER SHALL BE AT SELLER'S OPTION (A) REPAIR OR REPLACEMENT OF DEFECTIVE PARTS, OR (B) REFUND OF THE PURCHASE PRICE FOR PROPERLY RETURNED GOODS. THE BUYER AGREES THAT NO OTHER REMEDY INCLUDING BUT NOT LIMITED TO INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS SHALL BE AVAILABLE. FTI DOES NOT WARRANT THE ACCURACY OF AND RESULTS FROM PRODUCT OR SYSTEM PERFORMANCE RECOMMENDATIONS RESULTING FROM ANY ENGINEERING ANALYSIS OR STUDY. THIS APPLIES REGARDLESS OF WHETHER A CHARGE IS MADE FOR THE RECOMMENDATION, OR IF IT IS PROVIDED FREE OF CHARGE. RESPONSIBILITY FOR SELECTION OF THE PROPER PRODUCT OF APPLICATION RESTS SOLELY WITH THE BUYER. IN THE EVENT OF ERRORS OR INACCURACIES DETERMINED TO BE CAUSED BY FTI, ITS LIABILITY WILL BE LIMITED TO THE PERFORMANCE OF ANY SUCH ANALYSIS OR STUDY.**

15. **Indemnity.** Buyer agrees to indemnify and hold harmless Seller and it's employees, officers, agents & supplying manufacturers from and against any and all losses, damages, liabilities, injuries, claims, demands, and expenses (including reasonable attorney's fees incurred by any of them) arising in connection with the Buyers possession, use, storage, sale, maintenance, installation, delivery or other activities in respect to materials or services obtained from Seller. Buyer shall give Seller prompt written notice of any claim or liability hereby indemnified against.

16. **Buyer's Default.** If Buyer should default in the performance of any obligation hereunder, then in addition to any other damages, Buyer shall reimburse Seller, upon demand, reasonable attorney's fees, expenses and administrative costs incurred by Seller in enforcing the terms of the contract, whether by litigation or otherwise. Seller reserves the right to refuse or stop delivery of the Goods if for any reason Seller has doubts as to Buyer's ability or intent to pay. If Buyer materially fails to perform or comply with any provision of this Agreement, Seller may cancel this order in whole or in part and may deem such failure or noncompliance as a breach of this Agreement.

17. **License & Insurance.** Buyers are required to be licensed and insured under the laws of the State(s) and jurisdiction in which material shall be installed. Buyer warrants to seller that buyer has all necessary licenses and properly insured. Seller is not required to be licensed.

18. **Governing Law; Submission to Jurisdiction.** This Agreement will be governed by and construed in accordance with the law of the State of Georgia. Any proceeding involving this agreement or any of the obligations of the Buyer or Seller under this Agreement must be brought in an appropriate court of the State of Georgia, County Gwinnett, unless the state courts and that County determine that they do not have jurisdiction in the matter. The Buyer and Seller submit to the jurisdiction of the courts of the State of Georgia in Gwinnett County; and they agreed not to raise and they waive any objection to or defense to or defense based upon the venue of any such court order based upon *forum non conveniens*.

19. **Statute of Limitations.** The Statute of Limitations for all claims by Buyer arising out of, or related to, any sale of Goods to Buyer shall be one (1) year from date of delivery of such Goods.

Company: _____

Title: _____

Name: _____

Signature & Date: _____