

Spiral-Helix, Inc. Terms and Conditions

1. Prices

All prices are F.O.B point of manufacture, unless otherwise specified in writing.

2. Tolerances and Variations

All goods shall be subject to tolerances and variations consistent with usual trade practices regarding dimensions, straightness, section composition and mechanical properties and normal variations in surface and internal conditions and quality and shall also be subject to deviations from tolerances and variations, consistent with practical testing and inspection methods.

3. Technical Matters

Unless stated in writing to the contrary, Seller shall retain title to all drawings, design specifications, technical data, materials, tools, special dies and patterns used in connection with the performance of this order.

4. Delay

Seller shall not be liable for delay or default in shipment for any cause beyond Seller's reasonable control including, but not limited to, government actions, shortage of labor, raw material, production or transportation, facilities, labor difficulty, fire, flood or accident. In the event of any delay in Seller's performance due in whole or in part to any cause beyond Seller's reasonable control, Seller shall have such additional time for performance as may be reasonably necessary under the circumstances.

5. Interest

Buyer shall pay interest at the rate of one and one-half percent (1-1/2%) per month (i.e., 18% per year) on overdue accounts, or if such rate is prohibited by law, then the maximum legal rate permitted.

6. Taxes

Buyer agrees to pay and indemnify Seller against all federal, state, local or foreign taxes, excises or other governmental charges (excluding income taxes) upon the sale, transportation or use of the equipment and material described herein that Seller may be obliged or required to pay.

7. Risk of Loss

Delivery of goods to carrier shall be deemed delivery to Buyer, and thereupon risk of loss or damage, shall be Buyer's. Any claim by Buyer against Seller for shortage or damage occurring prior to such delivery must be made within five (5) days after receipt of shipment and accompanied by original transportation bill signed by carrier noting that carrier received goods from seller in condition claimed.

8. Suspension of Performance

Seller reserved the right to require payment for any shipment hereunder in advance, or satisfactory security, if the financial responsibility of Buyer becomes unsatisfactory to Seller. If Buyer fails to make payment in accordance with the terms of this agreement or fails to comply with any provision hereof, Seller may at its option, (and in addition to other remedies) cancel any unshipped portion of this order, but Buyer is to remain liable for all unpaid accounts.

9. Order Cancellation

In the event of cancellation of any order by Buyer, it is agreed that Seller shall retain as liquidated damages, and not as a penalty, any amounts paid by Buyer to Seller pertaining to said order, and that Buyer shall not be entitled to any refunds whatsoever.

10. Shipment

Seller will use all reasonable efforts to comply with Buyer's requests as to method of shipment, but Seller reserves the right to use an alternate method of transportation or route of shipment, if substantial delay might otherwise occur. In such cases, Seller will notify Buyer of such changes as soon as reasonably possible. In all events, buyer shall be responsible for the method of loading and shipment.

11. Payment After Delivery

All unpaid sums on any order shall be paid by Buyer to Seller no later than two weeks after delivery of any machine, if Seller has offered to make a technician available, during said two-week period for installation purposes.

12. Warranty

SPIRAL-HELIX, INC. ("Seller") warrants equipment manufactured by it against defects in material and workmanship for a period of twenty-four (24) months from date of delivery. Seller agrees, that without charge, equipment found to be defective in material and workmanship will be repaired, or at Seller's option, replaced F.O.B. Seller's plant, if written notice of such defects is received by Seller within two (2) years after date of shipment, and provided said equipment has been properly installed, operated in accordance with Seller's instructions, and provided such defects are not due to abuse or misuse. This express warranty is in lieu of and excludes all other warranties, guarantees, or representations, expressed or implied. There are no implied warranties of merchantability or fitness for a particular purpose. Seller's obligation, if any, is expressly limited to repair or replacement as specified above of such defects of which proper notice has been given to seller and which are proven to be defective upon inspection by seller. Seller's liability for breach of warranty hereunder is limited solely to the replacement or repair of defective equipment which shall be returned to Seller's plant or to any designee of Seller for such purpose. The Seller assumes no responsibility nor shall allowance be made nor will Seller be liable for any damages or other expense for repairs made on the Seller's equipment unless done by Seller's authorized personnel, or by written authority from the Seller. No equipment shall be returned to Seller without its written consent.

13. Security Documents

It is understood that the Seller retains title to the machinery, equipment, and materials being purchased until Seller is paid and Buyer agrees to execute appropriate security agreements, financing statements and similar documents reasonably required by Seller to secure in conformance with the applicable Uniform Commercial Code. In the event Buyer should fail or refuse to execute any of the foregoing documents, Buyer does hereby appoint any officer of Seller as Buyer's attorney-in-fact, to act for Buyer and in Buyer's name to execute any and all of the aforementioned documents, with the same effect as if Buyer had executed the same.

14. No Liability

Seller shall not be liable under any circumstance for consequential or incidental damages.

15. Entire agreement

These terms and conditions represent the entire agreement between buyer and seller, all earlier oral and written agreements having been merged herein, and no terms or conditions in any way adding, modifying or otherwise altering the provisions stated herein shall bind seller unless in writing and signed and approved by an officer of seller. No modification of these terms will be affected by seller's shipment of goods following receipt of buyer's shipping request or other forms containing printed terms and conditions conflicting or inconsistent with the terms herein. This agreement and entire transaction shall be governed by the laws of the state of Illinois and any disputes of whatever nature or kind shall be resolved in the circuit court of cook county in the state of Illinois.



Spiral-Helix, Inc.

500 Industrial Drive, Bensenville IL. 60106, USA