

Thermal Specialties, LLC
Thermal Specialties Distributing

Terms & Conditions of Sale

The proposal by Thermal Specialties Distributing, LLC, (“Thermal”), is subject to the following terms and conditions of sale unless otherwise stated in the proposal.

No agent or representative is authorized to alter the conditions, except in writing duly signed by an officer of Thermal.

Prices & Terms

All prices are subject to change without notice. Terms are 30 days net subject to approved credit. Thermal has the right to adjust pricing in the event of major changes in market pricing of energy, fuel, materials, etc.

Shipments can be expedited, prior to establishing credit, by cash, check, or credit card payment with order for full amount.

A signed purchase order constitutes acceptance of, and does not replace these terms and conditions of sale.

Acceptance

The proposal is void at Thermal’s option unless accepted within 30 days of the dated submitted hereof. All previous agreements, understandings and quotations are superseded by this proposal, and no modification hereof shall be binding unless duly accepted in writing by the purchaser and approved by Thermal.

Orders are accepted and approved in Tulsa, Oklahoma.

Delivery / Force Majeure

Delivery of product shall be made FOB shipping point unless otherwise expressly indicated on the Purchase Order. Manufacture, shipment or delivery will be subject to any prohibition, restriction or regulation imposed by the Federal or any State government or any subdivision or agency thereof, and Thermal shall not be liable for any delay or failure to perform, in whole or in part, caused by any such prohibition, restriction or regulation, or by fires, floods, strikes, work stoppages, accidents, casualties, inability to procure supplies and raw materials, delays in transportation, shortage of cars or other force majeure causes beyond Thermal’s control. If delivery of any special items is delayed by Buyer for more than 30 days after completion, Thermal may invoice for such items and hold for Buyer’s disposition for a reasonable period of time.

Shipping Dates

All dates fixed for shipment, delivery and installation as set forth herein are made in good faith, and Thermal will use all reasonable diligence to insure adherence to these promises, but Thermal shall not be liable for damage or loss due to delay.

Liability & Indemnity

Thermal shall not be liable for loss, damage or delays to work caused by defective material or workmanship, transportation, accident, fire, strike, civil, or military commotion or riot, war, labor troubles, act of God or any other cause beyond Thermal’s control. Purchaser further agrees that in no event, shall Thermal on any claim of any kind have any liability for loss of use, loss of profits or for any indirect, incidental, or consequential damages. Nothing in these Terms and Conditions shall be constructed to limit in any way the rights and remedies available under the Uniform Commercial Code.

Upon order acceptance, except to the extent that an injury or damage to person or property is due to the negligence of Thermal, Purchaser shall indemnify, defend and hold Thermal, its officers, employees, agents and representatives, harmless from liabilities, losses, damages, claims, suits, costs or expenses, including reasonable attorney's fees, arising out of or in connection with performance of work hereunder or any act or omission of Thermal, its employees, subcontractors or agents to the extent its insurance applies..

Damage in Transit

Thermal's responsibility ceases upon delivery of material in good order to the common carrier at the point of shipment. The Purchaser is to check incoming shipment upon arrival and to file claims with the carrier's agent for shortages or in-transit damages.

Insurance

Thermal will comply with Workers Compensation or Employer's Liability laws that apply to our operations under this proposal; and upon request we will furnish certificates from our carrier evidencing the type of public liability and property damage insurance and limits or policies carried.

Change Orders & Cancellations

- Returns for stock items are subject to a 20% restocking fee.
- Returns - Customer pays for return freight and any other charges related to the return of a special order along with a restocking fee. This provision only applies if the manufacturer will accept a return.
- Restocking fee will vary base on the manufacturer's restocking fee.
- Fabricated items are non-returnable and non-refundable.

Warranties

Products manufactured by Thermal Specialties are warranted to the original purchaser/consumer, to be free from defects in material and workmanship, for a period of (30) thirty days from date of invoice. Warranty will include labor and materials when proper use, application and maintenance procedures are followed.

Products distributed by, but not manufactured by Thermal Specialties, will be subject to the terms and conditions set forth by the original manufactures warranty, and are not warranted for any other purpose. Thermal Specialties will provide warranty service action for the equipment from Thermal Specialties, on behalf of and subject to corresponding terms and conditions of respective manufacturers. Such terms and conditions vary by manufacturer and are available from Thermal Specialties.