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## Terms & Conditions

1. Buyers purchase order or SIMS sales contract becomes effective upon written execution by SIMS. Once accepted, no order shall be varied, changed or modified without the prior written approval of SIMS or the Buyer.
2. SIMS reserves the right to change its quoted price, delivery terms, payment terms without notice at any time prior to its acceptance of Buyer's purchase order. Quoted prices are based on current or stated market price - Since these fluctuate, actual selling prices will be finally determined by prevailing market prices on the date Buyer's purchase order is accepted by SIMS.
3. SIMS shall not be liable for any delay in shipment or delivery of products, or for damage suffered by buyer because of such delay, when such delay is directly or indirectly caused by, or in any manner arises from, fires, floods, accidents, riots, wars, delays of carriers, shortages of materials, acts of God, or other delays or causes of delay beyond its control including any regulations of the United States Government or Buyers' local Government or any of its Departments.
4. Buyer's claims for shortages or damage in transit (where applicable) or revocations of acceptance of the goods in whole or in part shall be valid only if made in writing and received by SIMS within Seven (7) business days after receipt of such shipment to which such claims or revocations pertain.
5. Cancellations of the contract may only be made upon SIMS and Buyer's mutual written agreement. All cancellations shall be adjusted to include SIMS costs of expended labor and materials procured, refined, processed, or partially processed.
6. Shipping dates are approximate and represent SIMS best judgment at the time of acceptance of order.
7. Limited warranty. SIMS will replace or repair, free of charge, products manufactured under the contract which are deemed defective due to improper workmanship or material, for a period of one (1) month from date of original purchase. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED IN DURATION TO A PERIOD OF ONE (1) MONTH FROM THE DATE OF ORIGINAL PURCHASE, AND NO WARRANTIES WHETHER EXPRESS OR IMPLIED SHALL APPLY TO THE PRODUCTS AFTER SAID PERIOD. Buyer's sole remedy for defective product shall be product replacement in accordance with the terms of this paragraph and in no event shall SIMS be liable for any direct or consequential loss or damage arising out of Buyer's use of or inability to use the products.
8. SIMS reserves the right to route all shipments and delivery to a carrier of its choice and such delivery shall constitute delivery to the Buyer, irrespective of whether the point of delivery is SIMS premises or another location. Buyer shall pay for all transportation charges unless otherwise stated in the Buyers purchase order and accepted by SIMS and stated in their Sales contract. Upon delivery of the goods to a carrier, Buyer shall have title to the goods and bear the risk of loss therefor. In no event shall SIMS be responsible for any loss, damage or delay during transportation.
9. Taxes or other governmental charges levied on the production, sale and/or delivery of any of the materials or the products hereunder are payable by Buyer.
10. If the products which are the subject of the contract are made by SIMS according to Buyer's specifications, Buyer will indemnify and hold SIMS harmless for all claims of patent infringement, trademark infringement, copyright infringement and unfair competition and will pay SIMS attorneys' fees for defending against any charges of infringement, irrespective of whether said charges are litigated.
11. All oral statements made by SIMS representatives, to the contrary notwithstanding, are fully merged herein.
12. In the event that Buyer is purchasing the products by installment payments and Buyer fails to pay an installment of the purchase price when the same becomes due as stated in the contract, then at SIMS option the entire purchase price set forth in this agreement shall at once become due and payable and shall be paid by Buyer within ten (10) business days after oral or written notification by SIMS that it elects to declare the entire sum due.
13. The terms and conditions of the contract take precedence over the terms and conditions of Buyer's purchase order. To the extent that the terms and conditions of Buyer's purchase order conflict with SIMS terms and conditions, SIMS terms and conditions shall prevail.
14. The contract shall be construed in accordance with the laws of the State of Indiana.

For Client:

For SIMS

Signed By:

Signed By:

Signature

Signature