



TERMS & CONDITIONS

The sale of goods described on this website (www.eis-inc.com) is made by Seller to Buyer, subject to the following terms and conditions:

1. SELLER MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES. Seller's sole liability and Buyer's sole remedy hereunder shall be limited to the replacement or repair of defective goods or, at seller's option, the refund of the purchase price thereof. SELLER SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. No agent or representative of Seller has any authority to bind Seller to any affirmation, representation or warranty concerning the goods sold hereunder.
2. Buyer agrees to give seller prompt written notice of any breach, default in delivery or nonconformity of goods arising out of this sale. Notice must be received by Seller within (10) days after receipt of the goods by Buyer, unless such breach, fault or nonconformity is not discoverable within such ten-day period, in which case notice must be received by seller within ten (10) days after discovery occurs or the date on which discovery first should have occurred. Unless seller shall have timely received notice, all liability of Seller shall terminate. In any event, any action brought by Buyer must be commenced within one (1) year after the date of tender of delivery of the goods to Buyer.
3. Technical advice and specifications regarding the goods sold hereunder solicited from Seller shall be used by Buyer at its own risk. SELLER DISCLAIMS ALL LIABILITY FOR DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES SUFFERED AS THE RESULT OF THE USE OF SUCH TECHNICAL ADVICE OR SPECIFICATIONS.
4. Unless otherwise specified on the face hereof or in a separate writing signed by Seller making specific reference hereto, delivery of the goods hereunder shall be FOB point of shipment, freight collect. All risks of loss, damage or untimely delivery shall be on Buyer after the goods are placed in possession of the carrier.
5. Shipment dates indicated on acknowledgments of orders are estimated shipment dates. Seller shall have a reasonable time, not less than 30 days, to ship goods after the date indicated on the acknowledgment.
6. Seller reserves the right to ship and bill 10% more or less than the quantity specified on the face hereof.
7. Buyer and Seller assume that no contingency will occur which impair Seller's ability to obtain the labor, materials, manufacturing facilities or shipping means necessary to make timely shipment. The occurrence of any such contingency which causes a delay in shipment will extend the time when shipment is due for a period equal to the time lost by reason of the occurrence of such contingency.
8. Buyer shall not return goods, whether conforming or non-conforming to Seller without Seller's written permission.
9. If the goods sold hereunder are to be specially manufactured for Buyer, Buyer agrees to accept and make timely payment for any conforming goods completed and shipped when due, notwithstanding any inability of Seller to ship the entire amount of goods sold hereunder owing to the suspension or termination of Seller's manufacturing of such goods for any reason. Buyer represents that the value of any goods delivered hereunder will not be impaired by the non-delivery of the remaining goods.
10. Prices quoted or shown on acknowledgments are subject to changes by Seller without notice. Unless specified otherwise on the face hereof, the price or prices quoted on an acknowledgment may be adjusted on invoicing to reflect Seller's change in invoice price as of the date of shipment.
11. This sale is made subject to the terms and conditions of sale contained in Seller's current catalog, which terms and conditions are incorporated herein by reference. To the extent that terms and conditions printed hereon conflict with those of Seller's current catalog, those printed hereon shall control.
12. Seller's acceptance is conditioned upon Buyer's assent to the terms and conditions printed hereon. Any additional or different terms and conditions proposed by Buyer are specifically rejected. The terms and provisions hereof comprise the entire agreement between the parties; there are no agreements, understandings, promises or conditions, oral or written, express or implied, concerning the subject matter or in consideration hereof, that are not merged in and superseded hereby. Regardless of the place of contracting, place of performance or otherwise, this contract shall be governed by and construed in accordance with the laws of the State of Georgia.
13. No change modification or amendment of these terms and conditions shall be binding upon either the Seller or Buyer without the written consent of both Seller and Buyer.
14. In the event that the seller shall employ an attorney to enforce any provisions hereof or to collect any amount owing hereunder or damages for breach of any provisions hereof, Buyer shall pay Seller reasonable attorney's fees plus all legal and court costs.
15. Seller represents that the goods and materials produced and delivered hereunder are in compliance in all materials respects with applicable requirements of the Fair Labor Standards Act at 1938, as amended.