



TERMS and CONDITIONS of SALES

The sale of products and services ("Products") by Flexible Technologies, Inc. are subject to these terms and conditions ("Agreement") regardless of other or additional terms or conditions that conflict with or contradict this Agreement in any purchase order, documents, or other communication ("Order"). Preprinted terms and conditions on any document of customer ("Customer"), for example: Orders or Confirmations and/or Flexible Technologies failure to object to conflicting or additional terms will not change or add to the terms of this Agreement.

PRICES

Prices are subject to change at any time. Prices are for Products only and do not include taxes, shipping charges, freight, duties, and other charges or fees, such as fees for special packaging and labeling of the Products, permits, certificates, customs declarations and registration (collectively, "Additional Fees") Customer is responsible for Additional Fees.

TERMS of PAYMENT

Payment of the total invoice amount, without offset or deduction, is due **30 days from the invoice date** or as otherwise approved in writing by Flexible Technologies. **If account your account does not remain current, Flexible Technologies, Inc. retains the right to revert your terms to Pre-Payment.** On any past due invoice, Flexible Technologies may charge (i) interest from the payment due date to the date of payment at 1.8% per month, plus reasonable attorney fees and collection costs for domestic customers and 25% for international customers; or (ii) the maximum amount that is allowed under the applicable law.. If Customer defaults on any payment under this Agreement, Flexible Technologies may reschedule or cancel any outstanding delivery and declare all outstanding invoices due and payment immediately.

PRODUCT RETURN

Customer may return Products to Flexible Technologies only with a **return material authorization (RMA) number issued by Flexible Technologies**. Customer must notify Flexible Technologies in writing of any damage to the outer packaging or the Products, shortage, or other discrepancy (Visual Defect) within 3 days after receipt of the shipment; otherwise, Customer is deemed to have accepted the Products and not revoke acceptance. RMAs will be issued only for Visual Defects created solely by Flexible Technologies or the original manufacture, and only if Customer satisfies the notice requirement. RMAs will not be granted for damage, shortage, or discrepancy created by Customer, the carrier or freight provider, or any third party. Product return pursuant to a warranty requires written notice from the Customer to Flexible Technologies within the warranty period detailing the Product defect. If the Product manufacturer allows the return of non-defective items but charges restocking fees, their fees will be applied in addition to our own in the handling of credit for your RMA. The shipping fees will be the customer's responsibility.

CANCELLATION CHARGES

Purchaser agrees to pay Flexible Technologies a cancellation charge in the event it (1) cancels any order or portion thereof or (2) fails to meet any obligation thus causing cancellation. Such charges will be computed based on net invoice price as follows; twenty (20) percent for all standard Product order cancellations prior to 30 days before scheduled shipment; thirty five (35) percent for cancellations less than 30 days before scheduled shipment. Cancellations for orders involving "custom or special" Product will be 100%. No order can be cancelled after the Product is shipped and the shipping fees will be paid by the customer.

INSOLVENCY of PURCHASER

In the event that the Purchaser makes any voluntary arrangement with its creditors, becomes bankrupt, or (being a company) becomes subject to an administration order or goes into liquidation; Flexible Technologies without prejudice to any other right or remedy available shall be entitled to cancel the Contract or suspend any further deliveries under the contract without any liability to the Purchaser, and if the Products have been delivered but not paid for, the purchased price shall become immediately due and payable.

WARRANTY TERMS

Flexible Technologies does not provide **ANY** warranty on **ANY** products. All warranty products are covered by their respective manufacturers and/or vendors. Flexible Technologies shall not be liable for consequential loss alleged to be caused by late delivery or failure to make delivery of the Product.

Technical References

Flexible Technologies has made a diligent effort to illustrate and describe the products on our web site and in our catalogs accurately; however the illustrations and descriptions are for the sole purpose of identification and do not express or imply warranty that the products are merchantable, or fit for any particular purpose, or that the product will necessarily conform to the illustrations or description. No warranty or affirmation of fact, expressed or implied, other than the aforesaid is made or authorized by Flexible Technologies. Specifications are subject to change without notice.

Engineering Assistance

Any selection or application suggestions made by Flexible Technologies are only to assist the customer – and in **ALL** cases determination of fitness for purpose or use is solely the customer's responsibility. Specifications are subject to change without notice.

MISCELLANEOUS

Applicable Laws: These terms and conditions shall be construed in accordance with the laws of the State of Arizona, USA