

# NuCoat Terms and Conditions

\*All orders are Non-Cancellable

## NuCoat Product Return Policy:

Suitability of the finished product for end use is solely the responsibility of the purchaser. NuCoat implies no warranties. All claims and/or requests for returns must be made within 60 days of the shipment date. NuCoat will accept no claims whatsoever after 60 days. Return shipments will not be accepted for credit without prior authorization and return merchandise authorization number. In the event of any problems with the product: please submit samples of defective material together with an explanation of how the product is defective. NuCoat will immediately test the samples. If it is determined by NuCoat that there is a direct problem with the product, NuCoat will issue a return merchandise authorization number to be used for return of defective product. Once product is received a credit will be issued for the defective product and inbound and outbound freight (storage fees or additional costs not included, unless previously authorized). In some cases, and upon NuCoat authorization only, a credit may be issued without the return of the product, following the procedures outlined above.

## NuCoat Tote Return Policy:

- All totes are supplied at a \$200 charge per tote. When they are returned the \$200 charge will be refunded
- All totes must be rinsed out and cleaned prior to returning them
- Return all totes to NuCoat, Inc. at 13055 15th Avenue North, Plymouth, MN, 55441. Full truckloads only (50 totes) will be returned at the expense of seller, NuCoat to arrange the pick-up of full truckloads. Returns of less than 50 totes (considered LTL) will be returned at the expense of the buyer
- All tote returns must be arranged and communicated within 120 days of buyer receipt for the purchased product for reimbursement to be honored
- If a returned tote is found to be damaged or non-reusable, the \$200 refund will not be issued per non-reusable tote

## NuCoat Drum Charge:

- All drums are supplied at a \$25 charge

## NuCoat Shipping Policy for Temperature Sensitive Loads

- During cold and/or winter months (September 1st through April 1st), it is the seller recommendation that all temperature sensitive shipments ship via a refrigerated (refer) truck
- The seller will provide the buyer with a refer truck freight rate obtained through the designated seller carrier. Should the buyer choose to ship against seller recommendation the buyer accepts all responsibility for the shipment and in the event damage occurs, buyer is still responsible for all outstanding invoices associated with shipment
- Shipping arrangements made off refer truck services, during these months, are to be arranged by the buyer, maintaining sole responsibility of this action
- Seller will not accept the return of refused shipments, due to exposure to freezing temperatures, on orders shipped against seller recommendation

## Conditions of Sale

1. Buyer and Seller agree that the following terms and conditions constitute full and complete agreement between Buyer and Seller with respect to this transaction. These terms and conditions may only be modified by written document signed by both parties. Products received by Buyer from Seller shall be deemed to have been delivered only upon the terms and conditions contained in this document.
2. All recommendations and information provided for print settings, coat weight, applications, etc. are suggested use only. Final determinations on proper use of this product to fit the application(s), is the responsibility of the buyer.
3. The prices quoted are exclusive of any present or future federal, state or local taxes. Any such tax will be added to the price and paid by Buyer. All products sold subject to an overrun or under run of 10%.
4. All sales are final. In the event a product return of unused and unopened product is authorized, a 25% restocking fee will be applied.
5. Interest is charged on past due accounts at 1.5% per month.
6. Seller shall not be liable for any expense, loss, or damage resulting from any delay or prevention of performance not excluding causes by fires, floods, acts of God, strikes, event of any such delay, production time shall be extended by a period of time equal to the time lost.
7. NuCoat will exercise all efforts to deliver product within a reasonable time. Due to our on demand manufacturing, NuCoat does not offer guaranteed delivery options.
8. Seller warrants that title to the goods sold to Buyer is free of defects and is in conformity with Seller's standard specifications for the goods sold hereunder. SELLER AND BUYER AGREE THAT IN CONSIDERATION OF THE EXPRESS WARRANTY ABOVE, ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED FROM THIS CONTRACT. The sole and total liability of Seller and the exclusive remedy of Buyer arising out of the sale or furnishing of goods hereunder or their use, whether arising under warranty, tort (including negligence), strict liability or otherwise, shall not exceed the price of the goods sold hereunder. In no event shall Seller be liable for any special, incidental or consequential or liquidated damages. All claims must be made within thirty (60) days after receipt of the goods by Buyer.
9. Goods sold hereunder are sold F.O.B. Seller's facility. Title to and risk of loss to the goods sold hereunder shall pass to Buyer or common carrier at point of origin. Seller reserves the right to ship from any factory or shipping point and to select routing.
10. The sale shall be governed by the laws of the Commonwealth of Minnesota. Any claims arising out of this sale or the furnishing of goods hereunder shall only be instituted in the state or federal court having jurisdiction over Seller's business office located in Plymouth, Minnesota.
11. In the event the seller incurs additional shipping expenses due to international shipping preparations, the seller reserves the right to pass along these expenses to the buyer.
12. Any legal work required by the seller to enforce this contract or to collect past due account receivables will be the financial responsibility of the buyer.