



## Badger Terms and Conditions of Sale

### 1. EXCLUSIVITY OF TERMS:

These terms and conditions, together with any terms and conditions contained on the front side of this agreement or our website [www.BadgerIE.com](http://www.BadgerIE.com), constitute the entire agreement of Badger Industrial Supply and Equipment, LLC ("Badger"), and you or your company as named in the order ("Buyer"), and supersedes any previous correspondence, whether written or oral, including any purchase orders that may have been submitted by the Buyer.

### 2. PURCHASE PRICE:

Buyers requesting shipment to a Wisconsin address will be charged Wisconsin sales tax unless a valid exemption certificate is provided by the Buyer. All other Buyers assume the responsibility to pay any applicable taxes. The purchase price is exclusive of any (i) sales, use, or other taxes, (ii) customs, charges or tariffs, (iii) insurance costs, (iv) shipping, (v) expedited manufacturing charges, (vi) surcharges for raw materials, (vii) engineering and design charges, (viii) change orders, and (ix) finance charges. Taxes will be added to the purchase price unless a valid exemption certificate is provided by the Buyer. These additional charges shall be added to your order if applicable. Minimum order of \$50.00.

### 3. TERMS OF PAYMENT:

Unless otherwise specified by Badger, all prices are cash or pre-approved credit card presented at the time of ordering. Please note that your purchase may appear on your credit card approximately 3 days prior to shipment by Badger. If you pay by check, Badger may delay shipping of your order until your check is confirmed as good funds. If your payment is returned to us for any reason Buyer agrees to pay all costs of collection incurred by Badger, including reasonable attorneys' fees.

### 4. DELIVERY:

All products will be delivered to Buyer by common carrier or UPS. It is the Buyer's responsibility to promptly inspect the order upon receipt. If any damage has occurred in shipping, save the container and contact the shipper immediately. Badger is not responsible for damage. All orders are shipped at Buyer's risk and Badger shall incur no liability for any order damaged, broken or lost in transit. Badger does not guarantee the delivery date, but will make a good faith effort to do so. Badger may make partial shipments. All shipments will be F.O.B. shipping point, unless otherwise specified. Badger will notify Buyer of any backordered merchandise and backorders will be shipped upon receipt by Badger, unless cancelled by Buyer, in writing, 3 days before shipment.

### 5. ACCEPTANCE:

Buyer shall be deemed to have accepted an order within 30 days following receipt unless it has previously notified Badger of any claim. All claims for damage in transit shall be submitted directly to the carrier.

### 6. NO WARRANTY:

Badger makes no warranties whatsoever about products purchased through Badger. Badger will supply the manufacturer's warranty information to Buyer upon Buyer's written request.

### 7. RETURN POLICY:

No order may be returned to Badger without Badger's prior written consent. In the event Badger consents to a return, the return may be subject to a restocking charge as required by the original equipment manufacturer. In all circumstances Buyer is responsible for shipping charges to Badger's place of return as well as the original delivery charges to the Buyer.

### 8. CONSEQUENTIAL DAMAGES:

Badger shall not be liable for any incidental or consequential damages arising from the order, the failure to deliver, delay in delivery, delay on nonconforming condition, or for any other breach of contract or duty between Badger and Buyer. In no event shall Badger's total liability for any or all breaches of any warranty exceed the actual purchase price paid by the Buyer.

### 9. BACKCHARGES:

Badger will not approve or accept returns or backcharges for labor, materials, or other costs incurred in modification, adjustment, service or repair of an order unless previously approved by Badger in writing.

### 10. CHANGES IN SPECIFICATIONS:

Badger has made every effort to provide you with the best available information regarding the specifications of products sold. Buyer understands and agrees that product specifications or designs may be changed at any time and accepts these changes.

### 11. MISCELLANEOUS:

All sales shall be governed by the laws of Wisconsin.

REV 02DEC08