



General Terms and Conditions

Swisstex Inc., P.O. Box 92 58, Greenville SC 29604, USA

1. Payment Methods

- a) **Prepayment**
You can choose to pay with Wires, Checks, and ACH. All payments must be made in US funds.
- b) **Credit terms**
Companies may apply for credit terms of Net 30, after successfully completing a Credit Application, at which a credit limit will be established. Credit limits will be recalculated yearly and customers will be notified of any changes. No orders will be processed until the Credit Application is received and reviewed. If a credit limit is achieved, no more deliveries may take place until a payment is made. In case of debt over 60 days the credit limit will be suspended and a ban on deliveries is issued until the account is brought up to date.
- c) **Sales Tax**
SC sales tax will be added to the sale unless a Resale Exempt number or W-9 is provided.
- d) **Shipping**
Lead-times are according to your quote depending on type of product and amount. All items shipped are FOB by UPS or Freight Truck. A complete physical address must be provided.

2. Prices

Our prices are FOB shipping point, with charges added to the invoice, unless other arrangements are confirmed prior to delivery. Prices are subject to change without notice.

3. Warranty

Notice of defective material must be made within 30 days of delivery. Absence of such notice constitutes a waiver by Buyer on all claims or defects.

4. Lost Shipments

As soon as you realize the shipment has been lost, contact the freight company to help locate and track the shipment.

5. Damages in Shipment

All goods are shipped FOB shipping point. Inspect the merchandise upon delivery, if damage has occurred during shipment, do not accept the product until the person making the delivery has endorsed the bill of lading with a statement for the extent of damage. Customer is responsible for filling a claim for damaged merchandise.

6. Limitation of Liability

Swisstex Inc. makes no warranties, either expressed or implied, oral or written, in fact or by operation of law or otherwise, as to the merchantability of the goods, except as expressly stated in this contract. Swisstex Inc.'s liability for any and all losses or damages resulting from any case whatsoever, including negligence, shall in no event exceed the purchase price of the goods in respect of which the claim is made, or at the election of Swisstex

Inc., the repair or replacement of such goods. Transportation charges for the return of goods shall not be paid unless authorized in advance by Swisstex Inc., its officers, directors, agents and servants shall not be liable to the Buyer or to any other party of any liability, including without limitation strict liability, any losses or damages, including without limitation economic and consequential losses, direct or indirect, incidental, exemplary and punitive damages whether in contract, tort or otherwise or any other claims or expenses in any manner resulting, including without limitation liability, losses or damages directly or indirectly from, or connected with, the supply of manufacturing services whether or not supplied pursuant to this contract, or from the discovery or elimination of any and all hazards, or from the failure to so discover or eliminate, or from the failure to provide manufacturing services or by reason of any action, omission, active negligence, passive negligence, including gross negligence or any error or omission in the manufacturing services or any use or application thereof, misrepresentation, misstatement, imprudence, lack of skill or error of judgment of or by Swisstex Inc. or its officers, directors, agent and employees. The manufacturing services performed by Swisstex Inc. shall not be interpreted as approval of design or function by Swisstex Inc. assumes no liability in regard to the Buyer's compliance of fulfilment of its obligation with respect to any statute, regulation or bylaw, or Buyer's failure to comply with or fulfil its obligations. Final determination of the suitability of the parts for the use contemplated by Buyer is the sole responsibility of the Buyer.

7. Governing

Conditions notwithstanding any contrary or conditions that may be contained in the Buyers Purchase Order or other documentation, Swisstex Inc. accepts the Buyers order only on the terms and conditions contained herein. These terms and conditions exclude any other terms and conditions inconsistent therewith which the Buyer might seek to impose even though such other terms and conditions may purport to exclude or supersede any terms and conditions inconsistent with them.

8. Choice of Law and Forum Selection

All dealings between Swisstex Inc. and the Buyer shall be governed by the laws of South Carolina. Any legal or equitable action of whatever nature against Swisstex Inc. arising out of or related to this agreement or any purchase order, or arising out of any dealings between Swisstex Inc. and the Buyer shall solely be brought in the appropriate court in the state of South Carolina located in the jurisdiction where Swisstex Inc. has its principal place of business.

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