

DRAKE PLASTICS LTD. CO.

TERMS & CONDITIONS

PRICES:

Net unless otherwise stated. Typically we only adjust pricing in conjunction with raw material increases, although we reserve the right to change without notice.

CURRENCY:

USD unless otherwise stated

TERMS:

Credit Card, Wire Transfer or Firm Net 30 Days where offered

FOB:

Shipping point (Stock in Cypress, TX)

MINIMUM ORDER:

\$100 product total except for Torlon Balls, which is \$50.00.

CUTTING CHARGE:

\$10.00 per cut of non-standard lengths

EXPORT ORDERS:

Canada & Mexico- \$15.00 Document fee for orders less than \$1,000.00
All other countries- \$25.00 Document fee for orders less than \$1,000.00
(No Document fee for orders over \$1000)

CUSTOM AND MADE TO ORDER (MTO) ITEMS:

A 50% deposit is normally required on custom parts or MTO items. If orders for custom or MTO items are cancelled before completion, the customer will be liable for the pro-rated progress on their contract. If complete, the full amount of the contract shall be due.

RETURN GOODS:

Materials normally stocked at Drake may be returned upon agreement between customer and Drake within 6 months of shipping date. A 20% restocking fee Contact Drake for an RMA # at 281 255-6855 or inquiries@drakeplastics.com

PURCHASE TERMS AND CONDITIONS; LIMITATION ON LIABILITY:

Customer is solely responsible for material design and material selection. Upon request, charge samples will be made available in advance to allow customer to inspect and test. Thorough inspection and testing should be conducted by the customer to confirm material's fitness for customer's particular use or application. **EXCEPT FOR THE EXPRESS TERMS CONTAINED IN A WRITTEN PURCHASE ORDER ACCEPTED BY DRAKE, DRAKE MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, PERTAINING TO ANY MATERIAL OR IN CONNECTION WITH ANY ORDER, AND ALL SUCH REPRESENTATIONS AND WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** In the event of any defect in any material or error in any order or shipment, the maximum limit of Drake's liability will be, at Drake's option, to replace the defective material or to refund the price paid to Drake for the defective material.

All transactions with Drake Plastics are performed in Harris County, Texas and shall be governed by the laws of the State of Texas. Each buyer consents to the exclusive jurisdiction of the state and federal courts of that state and venue in Harris County, Texas, for any litigation which may arise out of or be related to any such transaction, and each buyer waives any objection to such venue for any such action.

By placing an order for material from Drake, customer agrees to the terms and conditions stated above.