TERMS OF SALES

Terms of Payment: Buyer shall pay for the goods delivered hereunder in full within thirty (30) days of the date of this invoice. Coastal agrees to credit Buyer’s account with the stated discount if funds are received by Coastal within ten (10) days of this invoice. Invoices must be paid in sequence in order to receive discounts.

Identification: Identification of the goods to this agreement shall not be deemed to have been made until both Buyer and Coastal have specified that the goods in question are to be apportioned to the performance of this agreement.

Delivery: Goods shall be deemed received by the Buyer when delivered to Buyer at “Ship To” address on the reverse side of this invoice. All goods are shipped “F.B.O. Shipping Point” unless otherwise specified on the reverse side of this invoice.

Risk of Loss: The risk of loss from any casualty to the goods, regardless of the cause, shall be on Buyer after delivery of goods to First Common Carrier by Coastal or Coastal’s Supplier if drop-shipped.

Goods Title: Coastal warrants that the goods are now free, and that at the time of delivery shall be free from any security interest or other lien or encumbrance.

Inspection: Buyer shall have the right to inspect the goods on arrival, and must give immediate notice to Coastal of any claim for damage on account of condition, quality, or grade of goods. Buyer must specify the basis of the claim in detail. Under no circumstances will Coastal accept as valid any claims for hidden damage later than 48 hours after original delivery. The failure to Buyer to comply with these conditions shall constitute irrevocable acceptance of the goods.

Returns: Minimum charge of $50.00 or 20%, whichever is higher. No returns accepted on Coastal non-stock items and specially milled orders.

Limited Warranty: Coastal warrants that at the time of delivery of these goods to Buyer, such goods shall be merchantable quality for the grade of material specified by Buyer. Except as set forth herein, Coastal makes no other warranty, express or implied, including any warranty as to fitness for a particular purpose.

Limitation of Liability: Coastal’s Liability under its Limited Warranty shall be limited at Coastal’s election to (i) the replacement of any goods deemed by it to be defective under its limited warranty as set forth above; or (ii) a credit to Buyer for the difference in price between that/those grades as ordered by Buyer and as delivered by Coastal.

Taxes and Tariffs: Any additional tax, levy, rate, assessment, surcharge or duty of any nature whatsoever, imposed or sanctioned by the country of import will be for the Buyer’s account. Any and all sales taxes imposed by any jurisdiction is the responsibility of the Buyer.

Buyer agrees to indemnify and hold Coastal harmless from and against any claims for loss, damage or expenses arising out of Buyer’s use or resale of the goods, except as and to the extent as set forth above.