

PI.017 - Price List Policies

Revised: 4.02.10

We reserve the right to make changes in formulation, design, product packaging, etc. in an effort to improve our products without special notification. All orders submitted by our customers are assumed as accepting our general terms as stated herein, any conflicting terms stated on the Purchase Order cannot supersede our terms.

Pricing

Prices are subject to change without notice. The current price list at the time the order is received will apply.

Prices offered by distributors or suppliers reselling our products are not determined by Elite Crete Systems Inc. as misc. expenses such as volume purchased and freight charges vary.

Payment Terms

All orders are shipped pre-paid or COD unless prior approval has been established. Elite Crete Systems, Inc. does not offer credit terms.

Shipping Terms

In most cases freight will be collect. Title passes directly to the customer at the time we place the product into the hands of the carrier. Freight costs to and from the shipping address that is associated with the customer's refusal of the merchandise will be invoiced to the customer.

All applicable freight discounts will be passed along.

Any orders that require the freight to be shipped freight prepaid will incur a \$50.00 service charge.

Loss or Damage

The customer must immediately upon receipt of merchandise, inspect, verify and report all claims for losses or damage in shipment directly to the delivering carrier. Any delay may cause you a loss. The carrier is legally responsible to the customer for any losses arising out of the shipment. Although our responsibility for product ends upon receipt by the carrier, we will gladly extend whatever assistance is required in assisting you with the freight claim that you will file with the carrier.

Liability

In no event shall Elite Crete Systems, Inc. be liable for any claim for incidental or consequential damages arising out of or in connection with the manufacture, sale, delivery or use of any product described in the Elite Crete Systems, Inc. literature. Products are sold "as is" pertaining to performance or usability.

Users assume all risk of use or handling whether or not in accordance with any direction or suggestion of the supplier.

Product Information

All products are made from the highest quality of raw materials. Product Information, Technical Data and Material Safety Data Sheets are available on all products upon customer request. Check with local, state and federal VOC laws before use.

Guarantee

Elite Crete Systems, Inc. guarantees to provide the highest quality of products and workmanship possible. We are dedicated to customer satisfaction and that is a promise. If for any reason there is a problem, please call us.

The information herein is general information to assist our customers in determining whether our products are suitable for their specific applications. Our products are intended for sale to commercial and industrial customers. We require that customers should inspect and test our products before use to satisfy themselves as to the content and suitability for the applications they intend to use our products for. **Nothing herein shall constitute any warranty expressed or implied, including any warranty of merchantability or fitness for a particular purpose**, nor is any protection from any law or patent to be inferred. The exclusive remedy for all proven claims is replacement of our materials and in no event shall we be liable for incidental or consequential damages.