



Terms and Conditions:

1. Payment terms are from the date of invoice and are net thirty (30) days unless otherwise specified in writing by The Metrix Company.
2. Delivery terms are F.O.B. Seller's plant unless otherwise specified in writing by The Metrix Company.
3. Shipping dates are estimates of shipping dates, not a guarantee of a particular day of shipment or delivery. Seller shall not be liable for failure or delay in shipping goods hereunder if such failure or delay is due to an act of God, war, labor difficulties, accident, inability to obtain raw materials, or any other causes of any kind whatsoever, beyond the control of the Seller.
4. The Buyer assumes all liability for any freight charges, insurance, duties, taxes, customs fees, etc., as well as any and all issues regarding the shipment clearing customs.
5. Any tax imposed by Federal, state or other governmental authority on the sale of merchandise and services referred to in this order shall be paid by the Buyer in addition to the purchase price.
6. Seller warrants to Buyer that the goods are made in a workmanlike manner and in accordance with written specifications and are made pursuant to Seller's customary manufacturing practices.
7. Except for warranties expressly set forth in this document, SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEEDS THE WARRANTIES HEREIN EXPRESSLY SET FORTH, IS HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM ANY AGREEMENT MADE BY ACCEPTANCE OF THE ORDER.
SELLER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES, LOSS OR EXPENSE ARISING IN CONNECTION WITH THE USE OF OR THE INABILITY TO USE ITS GOODS FOR ANY PURPOSE WHATSOEVER. Seller's maximum liability shall not in any case exceed the contract price for the goods claimed to be defective or unsuitable.
8. If Buyer's order is for AutoComp6 High Speed TPN Compounds, Seller shall warrant them to be free from defects in material and workmanship for a period of one (1) year. Additional warranty and terms exclusive to the AutoComp6 High Speed TPN Compounder are detailed in the owner's manual provided with each device.
9. Buyer shall notify Seller within ten (10) days of the use of the goods of any complaint whatsoever Buyer or its customers may have concerning such merchandise, or shall be presumed to have waived any such complaint. Seller shall not be liable for any goods not used within six (6) months of shipment to Buyer.
10. There are no terms or conditions with respect to this contract that are not specified herein. This contract is accepted in and shall be governed by the laws of the State of Iowa.
11. Prices are for immediate acceptance and subject to change by Seller without notice.
12. Credit will only be rendered on defective products in which the defects are proven to be caused by The Metrix Company and provided the defective products are returned to the Seller's factory within thirty (30) days after return authorization is given and Seller has the opportunity to inspect the products and determine the cause of the defect.
13. Contracts or orders are subject to approval of Seller's credit department and an officer of the company. Seller shall have the right to modify, change or withdraw credit terms any time without notice and to request guarantees, securities or payment in advance of the amount of credit involved. We are pleased to acknowledge and accept your order as listed above, subject to all terms and conditions set forth above. By acceptance of delivery of the goods listed above, Buyer agrees to the terms and conditions of sale set forth in the acknowledgment. The terms and conditions hereof constitute the entire contract between the parties.