

Terms & Conditions

PAYMENT TERMS: Net 30 Days upon credit approval and good standing credit. A 1½% per month (18% APR Service Charge) will be accessed on invoices whose payment has not been received within 45 days. C.O.D. or Credit Card in all other cases.

CREDIT HOLD: Accounts over 90 Days will be placed on credit hold and remain so until brought current including Service Charges. Orders on credit hold will be pulled from production and will only be rescheduled for shipment after release from credit hold.

MINIMUM BILLING: As a service to our customers, Brown Traffic Products, Inc. (Brown) does not have a minimum billing.

SHIPPING: Shipping charges with accounts in good standing will be prepaid. Orders less than \$10,000 U.S. will be prepaid and added to the invoice. Orders in excess of \$10,000 U.S. will be delivered at Brown's expense.

F.O.B. POINT: Davenport, Iowa or vendor location unless otherwise quoted.

PRICING: Brown provides quotations for individual items or projects upon request. Prices are subject to change without notice.

QUOTATIONS: Pricing on quotations is firm for 30 Days from date of quotation or agency published bid date. Please reference quotations and project number when ordering.

CANCELLATIONS: Orders cancelled for stock items will be assessed the greater of \$20.00 or 5% of net value. Orders cancelled for special or non-stock items will be assessed the greater of 20% of net value or actual cost.

SHIPMENT & DELIVERY: Brown is very diligent in selecting the most competent and economical carrier. However, upon written request, Brown will use a carrier of your specific choice. See "Shipping Notice" for shipment specifics and freight claims.

RETURNED GOODS: In order to expedite handling, written authorization must accompany all returned goods. Upon request, a Returned Material Authorization (RMA) must be used. Use this RMA as a packing list when returning shipment. Brown shall assess a restocking fee plus freight charges against returned goods unless return of goods was due to an error by Brown.

Disclaimer of Warranty

Brown warrants to buyer that Brown products will be free from defects in material and workmanship for the warranty period provided by the manufacturer of such products. Any defective Brown product that fails during the applicable warranty will be replaced free of charge, exclusive of labor. The defective product must be unbroken and returned to Brown. Brown sole obligation is limited to replacement of goods that are proven to be defective. The full warranty period set forth by the manufacturer, for any replacement product actually purchased by the buyer, will apply to its replacement.

These warranties and remedies do not apply to any products or parts that have been subject to misuse (including any use in violation of Brown or the manufacturers instructions), and neglect (including inadequate maintenance, improper storage, incorrect installation or that have been damaged in transit).

THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND THERE ARE NO WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS SOLD EXCEPT AS SPECIFICALLY SET FORTH ABOVE. ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR ANY OTHER IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED, AND NO SUCH WARRANTIES ARE EXTENDED HEREIN.

BROWN, WILL NOT, UNDER ANY CIRCUMSTANCES, WHETHER AS A RESULT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT OR OTHERWISE, BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES including, but not limited to, loss of profits, revenues, loss of use or damage to any associated equipment, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of buyer's customers.

LIABILITY ON ANY CLAIM OF ANY KIND FOR ANY LOSS OR DAMAGE ARISING OUT OF, RESULTING FROM, OR CONCERNING ANY ASPECT OF THIS AGREEMENT OR FROM THE PRODUCTS OR SERVICES FURNISHED HEREUNDER, SHALL NOT EXCEED THE PRICE OF THE SPECIFIC PRODUCT OR SHIPMENT THAT GIVES RISE TO THE CLAIM. This warranty is void if payment in full is not made in accordance with the invoice terms. Warranty periods become effective the date of purchase.