# Terms and conditions:

### VISCO, INC. TERMS AND CONDITIONS OF SALE

### LIMITED WARRANTY

VISCO, Inc. warrants all products sold to be free from defect in materials and workmanship, under normal and proper storage, installation, maintenance, and use for a period of two years from the date of delivery.

Our warranty extends only to the repair or replacement of the defective part after prior written consent from VISCO, Inc. VISCO, Inc. shall not be liable for damages that result from failures caused by improper installation or improper maintenance. VISCO will not be liable for any expense incurred with installation, removal or transportation of defective parts.

THE FOREGOING WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. VISCO, INC., MAKES NO REPRESENTATIONS OR WARRANTIES EXCEPT AS EXPRESSLY SET FORWARD. VISCO, INC. EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### LIMITATION OF LIABILITY

The foregoing limited warranty provides the purchaser's sole and exclusive remedy relating to VISCO, Inc.'s products. The total liability of VISCO, Inc. for any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in connection with, or resulting from VISCO, Inc.'s performance or breach of the foregoing limited warranty or from VISCO, Inc.'s sale, delivery, repair or replacement of any product shall in no event exceed the purchase price allocable to the specific product which gives rise to the claim. Any and all such liability will terminate upon the expiration of the limited warranty set forth above.

IN NO EVENT SHALL VISCO, INC. BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, LOST PROFITS OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABLITY), OR ANY OTHER THEORY.

If any part of the assembly is found to be defective, correction will be made either by repair or replacement, with the final decision at the discretion of VISCO. Any reimbursed repair must first be authorized by VISCO in writing prior to said undertaking.

#### VENUE/CHOICE OF LAW

Any disputes arising out of or in connection with the above warranty shall be heard and decided in Lane County, Oregon is the exclusive venue for any and all disputes involving VISCO, Inc.'s products, warranties, or contracts. Oregon law shall govern any and all such disputes. The purchaser agrees in advance to the exclusive jurisdiction of Lane County over any and all disputes involving VISCO, Inc.'s products, warranties, or contracts.

### **TAXES**

VISCO, Inc., reserves the right to add any sales tax, duty, excise or any other tax which may be imposed on its product to the sales price of that product.

## RETURNED GOODS/CANCELLATION/SHORTAGE CLAIMS

Prior written consent from VISCO, Inc. must be obtained prior to the return of any goods or the cancellation of any order. All claims for shortages must be made in writing within thirty (30) days of receipt of goods at specified destination.

## TERMS OF PAYMENT

Terms of payment are net, due thirty (30) days from the date of invoice, unless otherwise specified in writing.

# ROUTING

Routing and method of shipment will be determined by VISCO, Inc., to the common carrier delivery point nearest destination. The customer will assume charges for special services such as cartage, air freight, express, parcel post and multiple deliveries on one order.

# ENTIRE AGREEMENT

Except as expressly agreed in writing by VISCO, Inc., the terms and conditions stated above constitute the entire sales agreement between VISCO, Inc. and the purchaser's submission of a purchase order shall indicate purchaser's acknowledgement and agreement with these terms and conditions.

VISCO INC. RESERVES THE RIGHT TO CHANGE THESE TERMS AND CONDITIONS WITHOUT NOTICE.

- Standard lead time is 10-12 weeks
- Orders will be emailed to Chris Herring or Kendahl Herring then an acknowledgement will be sent back
- Shipping process is on flat bed and free freight aloud unless otherwise noted.
- Open distributors to all
- Overage policy is 70% Visual Interest, 30% VISCO of the overage total
- Sample Policy is to be agreed upon at the time