

www.socketlockits.com
484 994 5817

900 Airport Rd. Suite 4, West Chester, PA 19380

Ordering is easy

Fill in the quantity you need and fax it to 610 738 0781 or email to h.carey@socketlockits.com

Bill To:		Ship To:		Phone:	
				Fax:	
				Email:	
		Business/Residence		Tax ID:	
Date:	Date Needed:	Terms:			

Net 30 Days - Freight Prepaid with Minimum Order of 25 packs (two of the same outlet covers per pack)

Product Name	Product Number	Description	Total Units	Unit Price	Total Cost
Total Order					

By signing this, I agree to the terms and conditions of this sale with Socket Lockits, Inc., and I agree to be held responsible for accepting delivery and paying for the above order.

Buyer's Signature _____

Date _____

Freight
Total Due

TERMS AND CONDITIONS APPLICABLE TO ALL SALES OF SOCKET LOCKITS, INC. PRODUCTS

1. **DEFINITIONS.** As used herein, the term "Buyer" means the party to whom Socket Lockits product is sold. The term "Product" means any safety product sold by Socket Lockits to Buyer.

2. **ACCEPTANCE.** All contracts and orders are subject to final acceptance at the home office of Socket Lockits located at 900 Airport Road, Suite 4 West Chester Pennsylvania 19382.

3. **DELIVERY; LIABILITY.** Delivery of the Products to Buyer shall be ex works Socket Lockits factory; Socket Lockits does not assume any obligation or liability with respect to the loading or shipping of the Products. Buyer shall be responsible for all shipping and handling costs. Delivery dates are subject to revision at any time due to causes beyond Socket Lockits control, including, but not limited to, delay in the receipt of Buyer's signed order, fire or other natural disasters, shortages of material, transportation delays, strikes, failure of suppliers or subcontractors to meet delivery schedules, war, riots and any action by or prior system imposed by authority of any government agency. Any delay or non-delivery on account of the foregoing or other similar causes shall not result in liability for Socket Lockits.

4. **INSPECTION; NOTIFICATION OF CLAIMS.** Buyer must inspect any Products purchased by Buyer immediately upon receipt of such Products. All claims relating to quantity or any condition, loss or damage due to packing or shipping the Products are required to be submitted in writing by Buyer to Socket Lockits within thirty (30) days after the date of receipt of the Products by Buyer. Failure to properly notify Socket Lockits as required by this Section 4 voids any warranty, replacement, repair or other obligations imposed hereunder on Socket Lockits regarding any claims relating to quantity or any condition, loss or damage due to packing or shipping the Products.

5. **WARRANTIES; DISCLAIMER.** Socket Lockits warrants that the Products shall be free from defect in title, material and workmanship for a period of one (1) year after delivery of the Products to Buyer. This warranty is void unless each Product is used properly in the application for which such Product was intended and does not cover Products that were modified without Socket Lockits approval, that have expired or that were subjected to unusual stress or improper storage, installation or handling. **EXCEPT FOR THE WARRANTY STATED IN THIS SECTION 5, SELLER GRANTS NO WARRANTIES FOR THE PRODUCTS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, AND SELLER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF QUALITY, WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY OF NONINFRINGEMENT. IN NO EVENT SHALL SOCKET LOCKITS BE LIABLE FOR (I) BUYER'S RELIANCE UPON ANY SPECIAL OR TECHNICAL ADVICE OR INSTRUCTION GIVEN BY SOCKET LOCKITS REGARDING ANY PRODUCT, (II) BUYER'S RELIANCE ON ANY INFORMATION CONTAINED IN ANY ADVERTISEMENT OF ANY PRODUCT BY SOCKET LOCKITS, OR (III) THE COST OF**

PROCUREMENT OF SUBSTITUTE GOODS BY BUYER OR FOR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR BREACH OF WARRANTY.

6. **NOTIFICATION OF DEFECT; REMEDY.** If Buyer notifies Socket Lockits in writing within thirty (30) days of receipt that any Product is defective in title, material or workmanship, Socket Lockits shall be entitled to inspect such Products and confirm the existence of a defect. If required by Socket Lockits, Buyer shall ship such defective Products to Socket Lockits at Buyer's expense. Upon inspection and confirmation of such defect by Socket Lockits, Socket Lockits shall reimburse Buyer for the cost of shipping such Product to Socket Lockits. Socket Lockits shall either, at Socket Lockits option, (i) repair or replace the defective Product, or (ii) refund to Buyer the purchase price. Socket Lockits shall bear the expense of shipping any repaired or replaced Products to Buyer. The foregoing is Buyer's sole and exclusive remedy in the event of any such defect.

7. **BUYER'S REPAIR.** Notwithstanding any provision of Section 6 to the contrary, Buyer may repair any defective Product received from Socket Lockits only upon the prior written approval by Socket Lockits. In the event that Socket Lockits grants prior approval, Socket Lockits shall reimburse Buyer only for the direct costs related to such repair. In no event shall Socket Lockits be responsible for any special, consequential, incidental, administrative, or customization costs associated with any such repair by Buyer.

8. **SAMPLES OR PROTOTYPES.** If any Product is designated by Socket Lockits as a "sample" or "prototype", Seller expressly agrees to use such Product for evaluation purposes only. **The provisions of Sections 5, 6, or 7 hereof shall not apply to such Products and Seller agrees to accept such Product without any warranty, replacement, repair or other obligations imposed hereunder on Socket Lockits regarding such Products.**

9. **TERMS OF PAYMENT.** Unless otherwise specified, the terms of payment will be net cash thirty (30) days from date of invoice, subject to credit approval by Socket Lockits. Late charges at the rate of one and one half percent (1.5%) per month shall be charged on all past due accounts. Unless otherwise specified, all payments shall be paid in U.S. dollars.

10. **SECURITY INTEREST.** By acceptance of the Products, Buyer grants a security interest to Socket Lockits in any Products purchased by Buyer until such Products are paid for in full, together with all of the rights and remedies of a secured party under the Uniform Commercial Code.

11. **CANCELLATION.** Upon written request from Buyer to cancel all or part of an order, Socket Lockits shall stop all work as promptly as possible. With respect to any work that is complete on the date Socket Lockits receive such written notification, Buyer shall be invoiced and Socket Lockits shall be paid in full for all work in process, all raw materials used, and all supplies and commitments made by Socket Lockits in connection with the order, less such allowances as Socket Lockits may be in a position to make for any standard parts or instruments and for the balance of the material as scrap.

12. **PROPERTY RIGHTS.** Socket Lockits retains all property rights in and to all designs, engineering details, improvements and other data pertaining to any Product or part of any Product and to all rights of discovery, invention, patent, copyright or trademark rights arising out of work done for Buyer. Buyer expressly agrees that it will not assert any property rights therein, except the rights for itself and subsequent owners to use the Products. Any prints, brochures, drawings or other information furnished to Buyer by Socket Lockits are intended solely for the confidential use by Buyer, shall remain the property of Socket Lockits, and shall not be used to the detriment of Socket Lockits competitive position.

13. **INSTALLATION COSTS.** All costs incident to installation of any Products shall be borne solely by Buyer.

14. **TAXES.** Prices do not include any sales, use, excise, property or other such taxes that may be levied on the transaction by local, state, federal or foreign governments. Any taxes Socket Lockits is required to collect from Buyer will be added to the invoice or billed separately to Buyer

15. **PRODUCTION ESTIMATES.** Any projected production figures and performance data are estimates and do not constitute a guarantee of production.

16. **INDEMNIFICATION.** Buyer agrees to indemnify and hold Socket Lockits harmless from any and all liability, loss or damages which Socket Lockits may suffer as a result of claims, demands, costs or judgments made against Socket Lockits arising out of any use whatsoever of any Product which are based upon or result from (i) any alteration or modification of the Product by Buyer or Buyer's officers, agents or employees; (ii) the failure of Buyer or Buyer's officers, agents or employees to follow manufacturer's instructions, warnings or recommendations which are communicated by Socket Lockits to Buyer in any form before, during or after the time of sale of the Product; (iii) the failure of Buyer or Buyer's officers, agents or employees to comply with federal, state or local laws or regulations applicable to the use of any Product; or (iv) the failure of Buyer or Buyer's officers, agents or employees to properly train and instruct anyone using any Product.

17. **RESERVATION OF RIGHTS.** Socket Lockits reserves the right to make subsequent improvements and changes in design to its Products without imposing any obligation to make such changes or improvements to the Products sold to Buyer.

18. **SEVERABILITY.** The invalidity or unenforceability of any provision or term hereof shall not affect in any way the remainder of the provisions or terms hereof.

19. **DISPUTE RESOLUTION.** Any dispute arising between Socket Lockits and Buyer relating to any Product purchased by Buyer shall be governed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to principles of conflicts of laws. Buyer and Socket Lockits consent to the exclusive jurisdiction and venue of the state courts of Chester County, Pennsylvania.

By signing this, I agree to the terms and conditions of this sale with Socket Lockits, Inc.

Buyer's signature _____

Date _____