

Terms and Conditions

Affirmative Action Notice: Vendors and subcontractors are notified that they may be subject to the provisions of: 41 CFR Section 60-250.5 and/or Section 60-300.5; 41 CFR Section 60-741.5; 41 CFR Section 60-1.4(a) and (c); 41 CFR Section 60-1.7(a); 48 CFR Section 52.222.54(e); and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action program and posting requirements.

No charge allowed for boxing, packing or cartage.

No goods to be charged at higher price than last without notice first being given to us.

Unless otherwise provided in this order, prices are as set forth in seller's most recent price list on the date of acceptance.

All prices are F.O.B. destination unless otherwise specified.

Goods subject to our inspection, notwithstanding prior payment to obtain cash discount.

Goods rejected on account of inferior quality or workmanship will be returned to you with charges for transportation both ways, plus labour, reloading, trucking, etc., and are not to be replaced except upon receipt of written instructions from us.

We reserve the right to cancel if order is not shipped on date specified. In cases where orders call for partial shipments and shipments are not made on date specified, balance may be cancelled or suspended by Wilsonart.

It is understood in accepting this order you hereby covenant and agree to defend and save harmless Wilsonart LLC claims, expenses, costs or actions which may be made under Patent laws of the United States on account of the against any and all claims involving the items purchased from you, including but not limited to manufacture, sale or use of the articles within named and likewise of any other article furnished pursuant thereto.

Vendor represents and warrants that neither the performance nor the functioning of the product purchased under this purchase order, including but not limited to the ability of the product to function without interruption, to process data, or the ability to accept and respond to two-digit year-date input in so as to resolve any ambiguities, will be affected by dates prior to, during and after the year 2000. Further, this representation and warranty shall survive for the applicable statute of limitations, however in no event shall it be less than five (5) years from the date of delivery and installation of the product. In the event of any breach of this representation and warranty, Wilsonart shall be entitled to all remedies at law of in equity, including but not limited to specific performance at no additional cost to Wilsonart.