



1275 STATE ST, HAMMOND, IN 46320 • (219) 933-0877

GENERAL TERMS AND CONDITIONS OF SALE

- 1. Force Majeure:** Davies Imperial Coatings, Inc. (the "Seller") shall not be liable for a delay or failure to provide products and services under a purchase order, invoice, or other such document(s) (hereinafter the "Purchase Agreement") due to circumstances beyond its control, including, but not limited to, fire, flood, riots, war, civil disobedience, crime, extreme weather conditions, pandemic, rules or regulations exercised by any governmental entity, acts of God, labor strikes, or other events deemed out of the control of the Seller.
- 2. Governing Law:** The Purchase Agreement and these Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Indiana, and the venue for any dispute shall be the federal or state courts located in Lake County, Indiana. In any litigation relating hereto, Seller shall be entitled to recover its reasonable costs, attorney's fees and expenses incurred from all controversies, disputes or claims arising out of or from this transaction.
- 3. Modification or Waiver:** Modification or waiver of any of the provisions of the Purchase Agreement or these Terms and Conditions shall be effective only if made in writing and executed by both parties. The consent, waiver, or excuse by either party of a breach of any provision of these documents by the other party shall not operate or be construed as a waiver of any subsequent breach by such other party.
- 4. Severability:** In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of the Purchase Agreement and these Terms and Conditions shall remain valid and enforceable.
- 5. Assignment:** No Assignment by purchaser of the Purchase Agreement or these Terms and Conditions or the rights or obligations hereunder shall be valid without the prior written consent of the Seller.
- 6. Entire Agreement:** The Purchase Agreement and these Terms and Conditions contain the entire understanding of the parties, and there are no representations, warranties, covenants or understandings other than those expressly set forth in these documents. Any terms and conditions contained in a purchaser's invoice, order form, or other paperwork submitted to the Seller are expressly rejected and the Purchase Agreement shall be formed without the purchaser's terms. The Purchase Agreement and Terms and Conditions may be executed in any number of counterparts, each of which shall constitute an original. The parties agree that executed copies of this Purchase Agreement and Terms and Conditions sent via first class mail, electronic mail, facsimile, or by digital signature, are binding.