

TERMS AND CONDITIONS OF SALE

Welcome to Deacon Industrial's web site. We request that you carefully read the Terms and Conditions of Use and our Terms and Conditions of Sale before using deaconind.com. Deacon Industrial Supply Co., Inc. ("Deacon") provides services to you subject to the following Terms and Conditions. By using the deaconind.com website, you agree to follow and be bound by these Terms and Conditions of Use and the Terms and Conditions of Sale without modification.

TERMS

The Buyer agrees to pay Deacon in accordance with Deacon's payment terms. The terms are shown on each individual invoice and reflect the terms in effect at the time of the sale. If the terms are absent from the invoice, terms of net 30 days are in effect. In the event that the buyer fails to make any payment to the seller within Deacon's terms, the entire outstanding amount with Deacon shall become immediately due and payable without demand or notice. All past due balances are subject to a service charge equal to the maximum amount allowable by law. The buyer does hereby grant Deacon a purchase money security interest of which the buyer agrees to assist with taking all steps necessary to perfect and protect Deacon's security interest.

SELLER'S REMEDIES

Upon default by Buyer, Buyer agrees to reimburse Deacon for all attorney fees and court costs incurred by Deacon in connection therewith. Buyer agrees that any of the following shall constitute an event of default which shall enable Deacon, at its option, to cancel any unexecuted portion of this order or to exercise any right or remedy which it may have by law: (a) the failure of Buyer to perform any term or condition contained herein; (b) any failure of Buyer to give required notice; (c) the insolvency of Buyer or its failure to pay debts as they mature, an assignment by Buyer for benefit of its creditors, the appointment of receiver for Buyer or for the materials covered by this order or the filing of any petition to adjudicate Buyer bankrupt; (d) the death, incompetence, dissolution or termination of existence of Buyer; (e) a failure by Buyer to provide adequate assurance of performance within ten (10) days after a justified demand by Deacon or (f) if Deacon, in good faith, believes that Buyer's prospect of performance under this Agreement is impaired. All rights and remedies of Deacon herein are in addition to, and shall not exclude, any rights or remedies that Deacon may have by law. In the event it becomes necessary to incur any expense for collection of any overdue account, reasonable collection charges, including reasonable attorneys' fees, will be added to the balance due and Buyer shall pay all such charges.

CONTROLLING PROVISIONS

No other terms or conditions, other than those contained within, shall be enforceable upon Deacon without the prior written acceptance signed by an Officer of Deacon. All terms and conditions contained in any prior oral or written communication, including without limitation, Buyer's purchase order, which are in addition to or different from the terms and conditions herein are hereby rejected and shall not be in effect at the time of sale. Any prior proposals, negotiations, or representations, if any, are merged herein. The Buyer will be deemed to have assented to all of the terms and conditions contained within if any part of the goods have been shipped or an invoice has been presented with such goods or services.

LIMITED PRODUCT WARRANTIES

THE BUYER'S SOLE AND EXCLUSIVE WARRANTY, IF ANY, IS THAT PROVIDED BY THE PRODUCT'S MANUFACTURER. SELLER MAKES NO EXPRESSED OR IMPLIED WARRANTIES. SELLER HEREBY DISCLAIMS ALL EXPRESSED OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES, AND IN NO EVENT, WILL SELLER BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER LOSS, DAMAGE, COST OF REPAIRS OR INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR LIQUIDATED DAMAGES OF ANY KIND, WHETHER BASED UPON WARRANTY, CONTRACT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION ARISING IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, TRANSPORTATION, INSTALLATION, USE OR REPAIR OF THE PRODUCTS SOLD BY SELLER. BUYER HEREBY ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCES, AND IN NO EVENT, SHALL SELLER'S LIABILITY, IF ANY, EXCEED THE NET SALES PRICE OF THE DEFECTIVE PRODUCT(S); NO ADDITIONAL ALLOWANCE SHALL BE MADE FOR THE LABOR OR EXPENSE OF REPAIRING OR REPLACING DEFECTIVE PRODUCTS OR WORKMANSHIP OR DAMAGE RESULTING FROM THE SAME. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, ALL PRODUCTS AND/OR SERVICES PROVIDED BY SELLER AND ITS EMPLOYEES AND AGENTS ARE PROVIDED "AS IS," "WHERE IS," AND "WITH ALL FAULTS."

PRODUCT ORDERS

While we will use our best efforts to fulfill all orders, Deacon cannot guarantee the availability of any particular product displayed on this website. Deacon reserves the right to discontinue the sale of any product listed on this website at any time without notice. The prices displayed on this Site are quoted in U.S. dollars and are valid and effective only within the United States, and such prices do not include shipping and handling or sales taxes, if applicable, which will be added to your total invoice price. You are responsible for the payment of any shipping and handling charges and state and local sales or use taxes that may apply to your order.

While our goal is a 100% error-free website, we do not guarantee that any content is accurate or complete, including price information and product specifications. If we discover price errors, they will be corrected on our systems, and the corrected price will apply to your order. Deacon reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions (including after an order has been submitted and accepted).

ACCEPTANCE OF ORDERS

RECEIVING AN ORDER ACKNOWLEDGEMENT VIA E-MAIL DOES NOT GUARANTEE THE ACCEPTANCE OF AN ORDER. DEACONIND.COM RESERVES THE RIGHT TO LIMIT THE QUANTITY OF ITEMS ORDERED AND/OR REFUSE TO SELL TO ANY CUSTOMER.

SHIPMENTS

All products are to be shipped FOB Shipping Point. Risk of loss shall transfer to the Buyer upon tender of goods to the Buyer, Buyer's representative or to common carrier. Claims for products damaged in shipment or lost in transit should be made to the common carrier. All claims for shortages, other than those resulting from shipping, shall be made within 5 calendar days after the receipt of shipment. After the 5 days, the Buyer shall be deemed to have irrevocably accepted the products. After acceptance the Buyer shall have no right to reject the products or revoke acceptance.

RETURNS

No return material will be accepted unless a return authorization number is given by Deacon in advance. Special order items, fabricated items and obsolete items are NOT returnable. Return material must be shipped prepaid, will be subject to a restocking charge and must be in marketable, re-saleable condition to receive credit. All returns must be received within 60 days from the original invoice date.

TAXES

The amount of any sales, excise or other taxes, if any, applicable to the products shall be added to the purchase price and shall be paid by Buyer unless Buyer provides Seller with an exemption certificate acceptable to the taxing authorities. Any taxes which Seller may be required to pay or collect under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use or consumption of any of the products, including taxes upon or measured by the receipts from the sale thereof, shall be for the account of the Buyer, who shall promptly pay the amount thereof to Seller upon demand.

SET-OFF

Buyer shall not be entitled to set-off any amounts due Buyer against any amount due Seller in connection with this transaction.

NON-WAIVER

Seller's failure to insist upon the strict performance of any term or condition herein shall not be deemed a waiver of any of Seller's rights or remedies hereunder, nor of its right to insist upon the strict performance of the same or any other term herein in the future. No waiver of any term or condition hereunder shall be valid unless in writing and signed by an Officer of Deacon.

ENTIRE AGREEMENT

This document constitutes the entire, complete, and exclusive agreement between the parties with respect to the subject matter hereof and contains all the agreements and conditions of sale; no course of dealing or usage of the trade shall be applicable unless expressly incorporated herein. The terms and conditions contained herein may not be added to, modified, superseded or otherwise altered except by a written modification signed by an Officer of Deacon. All transactions shall be governed solely by the terms and conditions contained herein.

GOVERNING LAW

You agree that your use of this site, as well as this agreement and all transactions resulting from this agreement are governed by the Commonwealth of Pennsylvania. You hereby consent to the exclusive jurisdiction and venue of the courts, agencies and other dispute resolutions in Montgomery County, Pennsylvania in all disputes arising out of, or concerning this website and or this agreement.