

GENERAL TERMS AND CONDITIONS OF SALE

Chemical Fireproofing Materials Return Policy

Unless otherwise specified, all orders of chemical Fireproofing Materials purchased from Fireproofing.us Techmat Supply, Division of IC Group, Inc. are not returnable and non refundable after purchase.

The products cannot be returned to stock once they had shipped. Please thoroughly consult our technical team prior to purchasing this material, as all sales are final.

Non-chemical items return is regulated by a corresponding Manufacturer Return Policy.

Order Cancellations:

All orders canceled prior to shipment are subject to a 5% restocking and processing fee, which will be deducted from any refund issued.

Terms and Conditions

All prices, terms and conditions stated are current, subject to change without notice by Seller. Buyer agrees to pay in accordance with prices, terms and conditions in effect at time of shipment.

Cash discount, if any is indicated, will apply only on the net amount of invoice after deducting transportation charges and taxes thereon, unless otherwise specified, and will only be allowed if payment is made within the time stated, and provided there are no past due items. A service charge on past due items will be the maximum allowed by state usury laws. No anticipation deductions are allowed. In the event legal or collections action becomes necessary in Seller's opinion, Buyer shall be liable for legal and collection fees.

All taxes and excises of any nature whatever now or hereafter levied by government authority, whether federal, state, or local, either directly or indirectly upon the sale or use of any material covered hereby, or upon the subject matter hereof or upon transportation charges, shall be paid and borne by the Buyer, unless prohibited by law.

Any Increase in transportation rates, or any changes in routing requested by the Buyer which result in increased transportation costs, will be at the Buyer's expense.

Seller shall not be liable for failure to ship or delays in delivery by reason of the following: fires, floods, or other casualties, wars, riots, civil commotion, embargoes, governmental regulations, or Seller's inability to obtain necessary materials (finished or otherwise) from its usual source of supply. Shortage of cars or trucks or delays in transit. Strikes or other labor troubles affecting production or shipment, whether involving employees of Seller or employees or others. Shortages of products, labor or raw materials, or any other cause beyond Seller's control, whether or not of a class or kind mentioned herein.

The products described, sold by seller, are warranted to be free from defects in material and workmanship at time of shipment, this warranty is in lieu of and excludes all other warranties, whether express or implied, including any warranty of merchant ability or of fitness for a particular purpose. Consult seller's written application and installation instructions before use.

The approval of Fireproofing.us product by Fire safety or Building authorities for use is the sole responsibility of the Buyer. The Seller is not responsible for Buyer's failure to adhere to fire, safety, or building codes in the application of Fireproofing.us products.

The Buyer is responsible for following Techmat Supply product's Application Guide and Submission Specifications. The Seller is not responsible for any damages or financial losses caused by not following the Seller's instructions. In no event shall the Seller be liable for any direct, indirect, punitive, incidental, special consequential damages, to property or life, whatsoever arising out of or connected with the use or misuse of Fireproofing.us products.

All sales are final. No products shall be returned by buyer without prior written approval of seller. Any claim by buyer for defective products shall not be used by buyer without inspection by and prior written approval of seller.

Should the financial responsibility of the Buyer at any time appear unsatisfactory to the Seller, the Seller reserves the right to require payment for any shipment hereunder in advance, or require satisfactory security. If the Buyer fails to make payment in accordance with the terms hereof, or fails to comply with any provision hereof, the Seller may, at its option cancel any unshipped portion of the Buyers orders. Buyer shall remain liable for all unpaid accounts and entire account shall immediately come due and payable.

No terms or conditions in any way modifying or changing the provisions stated herein shall be binding upon the Seller unless in writing and signed and approved in advance by an officer of the Seller. No modification of any of these terms shall be affected by Seller's shipment of products following receipt of Buyer's purchase order, shipping request or similar forms containing printed terms and conditions conflicting or inconsistent with the terms herein.

At Seller's option, disputes of any kind may be brought to arbitration according to the rules of the American Arbitration Association and judgment upon the award rendered may be entered in the highest court, state or federal, having jurisdiction. The sale of the products shall be subject to there Terms and Conditions of Sale, Including those limiting warranties, as set fourth in Sellers invoices. No agent, employee, or representative of the Seller, its subsidiary or affiliated companies is authorized to modify this statement.

LIMITATION OF LIABILITY. Techmat Supply SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES TO PURCHASER OR ANY OTHER PERSON FOR CONSEQUENTIAL INDIRECT, SPECIAL OR INCIDENTAL DAMAGES ARISING FROM, OR IN CONNECTION WITH, ANY SALE OR PRODUCTS OR SERVICES BY Techmat Supply.

THE USE OF ANY PRODUCTS SUPPLIED BY Techmat Supply, OR ANY ACTS OR OMISSIONS OF Techmat Supply RELATED TO THE SALE OF USE OF PRODUCTS OR SERVICES IN NO EVENT SHALL Techmat Supply's LIABILITY RELATED TO ANY PRODUCTS OR SERVICES EXCEED THE PURCHASE PRICE OF SUCH PRODUCTS OR SERVICES.

PENALTIES. No penalty relating to any order will be effective against Techmat Supply unless called to Techmat Supply's attention and specifically approved in writing by an authorized officer of Techmat Supply.

CAUSES BEYOND CONTROL. Techmat Supply shall not be liable for any loss, damage, detention or delay resulting from causes beyond its reasonable control, including without limitation, fire, explosion, flood, embargo, strike or other differences with workmen, transportation or shipping failure or delays, inability to obtain or shortages or labor, material, component parts or manufacturing facilities, restrictions, regulators or controls by civil or military authority, riot, insurrection, accident or act of God. In the event of any such Occurrence, Techmat Supply shall have the right to apportion its production among its customers as it may choose. If delivery is delayed by causes beyond Techmat Supply's reasonable control or an appointment of production resulting therefrom, the date of delivery herein shall be extended for a