

PARTS SALES GENERAL TERMS & CONDITIONS

The Southland Industries (“Southland”) Terms & Conditions shall apply to the Purchase Order for the sale of Parts.

- 1) Each customer order for the sale of parts (the “goods”) by Southland to customer (“Buyer”) is expressly conditioned upon Southland’s acceptance of the order and performance of Southland’s obligations pursuant to Buyer’s Purchase Order.
- 2) The acceptance of any Purchase Order by Southland is expressly limited to the terms herein and any additional or different terms suggested by Buyer are hereby rejected unless expressly agreed to in writing by the Buyer. Upon performance by Buyer, this order shall constitute a valid and binding contract which shall be governed by and construed according to the laws of the State of Texas (a Uniform Commercial Code State).
- 3) When indicated, shipment of goods will be made by the method, carrier and / or routing specified on the Purchase Order. Notwithstanding the FOB terms specified on the Purchase Order, the point of passage of title, any shipping instructions, bill of lading, or any contrary provision of law, Buyer agrees to assume the entire risk of loss during shipment and Buyer agrees to pay any and all loss or damage to the goods from any cause whatsoever until Buyer or its designee receives the goods at the point of ultimate destination. Buyer shall carry sufficient insurance on the goods, insuring Buyer and Southland as their interests may appear, so that any losses will be covered by insurance. Southland shall package all goods for safe shipment to the Buyer and in accordance with carrier’s requirements.
- 4) Buyer shall pay the total invoiced amount in accordance with the terms of Southland’s written invoice. Southland reserves the right to charge interest on amounts not paid when due. Buyer has no right of setoff against any amount payable. To secure Buyer’s obligation to pay and Buyer’s other obligations under these terms, Southland may file a Uniform Commercial Code Financing Statement with the Texas Secretary of State.
- 5) SOUTHLAND DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.
- 6) Buyer’s sole and exclusive remedy is, at Southland’s option, replacement of non-conforming material or the refund of the purchase price paid by Buyer (if applicable). Southland is not liable for any lost profits or revenues, or any consequential, incidental, special, or punitive damages. In no event shall Southland’s liability to Buyer exceed the purchase price paid by Buyer for the applicable goods.
- 7) All prior representations, conversations, or preliminary negotiations shall be deemed to be merged in this order. This order together with any written documents which may be incorporated by specific reference, constitutes the entire agreement between the parties and supersedes all prior oral or written communications with respect to the subject matter hereof.
- 8) This order shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, administrators, executors, and legal representatives, provided that nothing contained in this paragraph shall be construed so as to authorize Southland to make any assignment to transfer prohibited by this Agreement.
- 9) The parties agree that the method of resolving any claims shall be limited to dispute resolution proceedings. Mediation shall be a condition precedent to binding arbitration. Any dispute under this order shall be governed by the laws of the State of Texas without regard to laws relating to conflict of laws. Buyer and Southland agree that any appropriate state or federal district court located in the City of Dallas, Texas, shall have exclusive jurisdiction.
- 10) Southland is not liable for any cost, expense loss or other damage incurred by Buyer for any failure or delay in performance by the occurrence of any fire, catastrophe, embargo, strike, lockout or other labor troubles, delays in delivery of materials or supplies from suppliers or unavailability of conforming goods, injunction, federal, state, or local government or judicial intervention or restriction, legislative changes, war or armed conflict, act of terrorism, pandemic, act of God, pandemic, epidemic, or any other events or circumstances not within the reasonable control of Southland, whether similar or dissimilar to any of the foregoing (a “Force Majeure Event”), provided, that, Southland shall, after the occurrence of a Force Majeure Event, use commercially reasonable efforts to notify Buyer of same.

AGREED AND ACKNOWLEDGED:

Buyer: _____

By: _____

Printed Name: _____

Title: _____

Date: _____