



## Terms and Conditions

### Credit Approval

Orders are accepted subject to approval by the CAB Incorporated Credit Department. Delivery will be withheld and shipment stopped on accepted orders if the available credit information indicated doubt as to the customer's ability to pay in accordance with CAB's payment terms. All prices quoted by CAB Incorporated are subject to change without notice.

### Payment Terms

Invoices are due per the terms on the invoice. Items are invoiced as shipped and orders may be shipped and invoiced in installments. A finance charge of 1.5% per month (18% annually) will be added to past due accounts. If the account is placed for collection, attorney's fees plus all costs of liens and court costs will be assessed to the account.

### Warranty

Products ordered and accepted on our sales agreement form are warranted to conform to specifications indicated on sales agreement. All other warranties, express or implied, including without limitation any implied warranty of merchantability or fitness for any particular purpose, are excluded.

CAB's liability shall in no event exceed the purchase price paid for the defective product, and CAB's sole obligation and the Buyer's exclusive remedy shall be limited to Seller's repairing, replacing or refunding the purchase price for the defective products as specified above. In no event shall CAB be responsible for any incidental, consequential, or liquidated damages, whether foreseeable or not, caused by any breach of warranty or defect in its products, whether such damage occurs or is discovered before or after repair or replacement. Seller's liability for freight costs in connection with a confirmed defect shall be limited to the lowest valuation for surface freight. Any other freight costs will be paid by the Buyer.

CAB Incorporated shall not be liable for failure to deliver or delays in delivery, occasioned by causes beyond CAB's control, including without limitation, strikes, lockouts, fires, embargoes, war or other outbreak of hostilities, acts of God, inability to obtain shipping space, machinery breakdowns, delays of carriers or suppliers, and domestic or foreign governmental acts or regulations. In the event of any delay in delivery due to such causes, unless otherwise agreed, the time for delivery shall be deemed extended for a period of sixty (60) days, and Purchaser shall extend the letter of credit, if payment is to be made by letter of credit. If delivery is not made within such extended sixty day period, the contract shall be deemed cancelled without liability to either party.

### Shipment

Unless otherwise stated within the sales agreement, delivery of goods to Common Carrier or Licensed Trucker shall constitute delivery to Purchaser, and all risk of loss or damage in transit shall be borne by Purchaser.

CAB Incorporated reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Purchaser of its obligation to accept remaining deliveries.

### Returned Goods

Merchandise may not be returned for credit without a CAB Incorporated RETURN AUTHORIZATION NUMBER (RA#). If the cause for return lies with the customer or any other source other than by CAB Incorporated, a minimum restocking charge of 25% will be assessed for rehandling the merchandise, in addition to any transportation or other charges that may have occurred in the sale. Goods authorized for return must be in new, clean and saleable condition, and cannot have been modified in any way. Restocking will only be available on industry standard parts ordinarily stocked by CAB. MERCHANDISE RETURNED WITHOUT A RETURN AUTHORIZATION NUMBER WILL NOT BE ACCEPTED BY CAB INCORPORATED AND WILL BE RETURNED TO CUSTOMER FREIGHT COLLECT.