



Terms and Conditions of Sale

1. **Purchase Orders**- Please direct your purchase order to:
Genesis Systems
2663 Marquis Drive
Garland, TX 75042
2. **Payment** – Payment is due 100% NET 30 days after shipment. No retentions are acceptable. A 3% transaction-fee will be assessed for all credit card purchases.
3. **Credit Card**- A 3% transaction-fee will be assessed for all credit card purchases.
4. **Taxes**– Quoted price excludes any sales, use or other taxes. Where applicable, all taxes will be billed to Buyer at time of shipment unless Buyer provides proper exemption documentation.
5. **Shipments** – Quoted price is F.O.B. shipping point with freight PPA. Each shipment is accompanied by a packing list. Buyer shall check shipment against packing list and report shortages and discrepancies in writing to Seller within 5 business days after receipt of shipment.
6. **Delivery** – Quoted shipping dates are estimates only based on shop loads and lead times of materials from outside vendors. Seller will meet quoted schedules or reflect current schedules with order acknowledgment. Seller shall not be responsible for delay in deliveries due to any cause beyond Seller’s reasonable control.
7. **Cancellations/Delays** – A cancellation charge based on Seller’s loss (including cost, overhead & profit) shall be assessed. All cancellations must be in writing. Quoted prices are subject to increase if shipment is delayed beyond scheduled shipping date due to Buyer’s delay.
8. **Warranty** – In consideration of the following, seller excludes all other express or implied warranties including but not limited to merchantability and fitness for a particular purpose. Liquidated or consequential damages will not be acceptable. Seller warrants that, at its option, it will repair, replace or refund the unit purchase price of any products which are non-conforming due to seller’s material or workmanship during the warranty period. The warranty period shall be 12 months after date of shipment. This shall be Buyer’s sole remedy. Seller does not warrant water operated metallic cylinders against damage caused by corrosion, electrolysis or mineral deposits. In no event shall warranty include the cost of the valve removal or reinstallation
9. **Credit Balance** – Purchaser agrees that any credit balances issued will be applied within one (1) year of its issuance. IF NOT APPLIED OR REQUESTED WITHIN ONE (1) YEAR, ANY BALANCE REMAINING WILL BE SUBJECT TO CANCELLATION, AND GENESIS SYSTEMS, INC. SHALL HAVE NO FURTHER LIABILITY.
10. **Damages** – Seller shall not be liable for Buyer’s loss of profit, indirect, liquidated, incidental or consequential damages, regardless of the theory of liability. Seller’s total liability hereunder shall not exceed the unit purchase price of the products.
11. **Legal Action** – Any action by the Buyer under this agreement must be commenced within 1 year after the cause of action has accrued. Texas law shall govern this agreement. Buyer consents to jurisdiction in Texas.
12. **General** – This is the entire agreement. Any modifications of this agreement must be confirmed in writing. Seller’s waiver of any performance under this agreement shall not constitute a waiver of any other performance.

Unless otherwise agreed Genesis T&Cs will apply