

Lowy Enterprises, Inc.
Terms and Conditions of Sale
Effective 01/01/24

These Terms and Conditions of Sale govern all sales made by Lowy Enterprises, Inc. unless otherwise indicated by Lowy Enterprises, Inc. in writing. Lowy Enterprises, Inc. reserves the right to amend or modify these Terms and Conditions of sale at any time at its sole discretion. The failure of Lowy Enterprises, Inc. to exercise or enforce any right or provision of these terms and conditions of sale shall not constitute a waiver of such right or provision. Buyers agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to these terms and conditions of sale must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in these terms and conditions of sale are for convenience only and have no legal or contractual effect. Lowy Enterprises, Inc. shall not accept Buyer's purchase orders unless and until Buyer consents to these Terms and Conditions of Sale. These Terms and Conditions of Sale as set forth in this document supersede the terms and conditions of Buyer's purchase order(s) and will govern all transactions between Buyer and Lowy Enterprises, Inc. These Terms and Conditions of Sale also apply to all future transactions unless modified in writing signed by Lowy Enterprises, Inc. and Buyer.

PLACING AN ORDER

- Lowy Enterprises, Inc. accepts orders via phone, fax, email, or in-person at our offices.
- Orders should include:
 - Lowy Enterprises, Inc. complete part numbers from our website or current invoice(s).
 - Additional details including sizes, finishes, colors, materials and breaking strength.
 - Lowy Enterprises, Inc. will assist in filling the order accurately and promptly.
- Special orders may be subject to a 25% to 50% down payment.

MINIMUM ORDERS

Minimum orders must be no less than \$50.00, not including shipping and handling charges.

CHANGES TO PRICING AND PRODUCTS

- Prices and products are subject to change without notice, including on backorder shipments.
- All goods will be shipped/delivered at the prices in effect at the time of the order.
- All items and quantities are subject to availability.

SHIPPING

- Shipping charges are the responsibility of the customer.
- Shipping charges are based on the carrier and distance from the Lowy Enterprises, Inc.'s shipping location in Rancho Dominguez, CA 90020.
- Lowy Enterprises, Inc. generally offers Same Day Shipping via United Parcel Service (UPS) or Federal Express (FedEx) Ground Service on most orders, but this must be confirmed with Lowy Enterprises, Inc. at time the order is placed. We only ship on normal operation days, Monday-Friday; not weekends.
- Lowy Enterprises, Inc. will use one of our preferred carriers for international shipments.
- Special shipping instructions including requests for priority or expedited shipping, temporary address change, designation of a specific shipping carrier, insurance, instructions, etc. must be specified by the Buyer on the purchase order or verbally to our staff, and confirmed in writing.

SHIPPING RETURNS

- Returns are accepted up to 15 business days after shipping date.
- A Return Material Authorization (RMA) number must be obtained from Lowy Enterprises, Inc. prior to returning any merchandise. An RMA may be obtained by contacting Lowy Enterprises, Inc.
- No credit will be given without authorization from Lowy Enterprises, Inc.
- Returned goods must be in their original condition.
- No returns are allowed on Surplus and factory "seconds" items.
- A Restocking Charge of up to 30% may apply on returns.
- Credit will be issued less original shipping and handling charges and restocking charges (if applicable).
- Buyer is responsible for returned shipping charges.
- Will-Call orders not picked up within five (5) business days of ordering will be restocked and subject to a 5% restocking fee.

SHIPPING DATES and BLANKET ORDERS

- Purchase orders submitted to Lowy Enterprises, Inc. must have a shipping date within 30 days of the date of order. Exceptions are made for special order items or if Lowy Enterprises, Inc. needs to obtain inventory that has a lead time longer than 30 days.
- If a purchase order has no stated shipping date, the order will be shipped as soon as possible.
- When purchase orders specify multiple shipping dates, all shipping dates for the total quantity of units must all be within 120 days of the purchase order date.
- For items on hand, shipping date is within 30 days of the purchase order date.
- For items not in stock or special order items, shipping dates will be based on when parts are available to ship.
- Shipping dates are subject to change due to product availability.

SHIPPING ERRORS

Errors must be brought to the attention of Lowy Enterprises, Inc. within five (5) business days of receipt of shipment.

TERMS

- Prepaid accounts may be paid via Credit Card (Visa, MasterCard and American Express), ACH, or Wire Transfer.
- For cash on delivery (COD) orders, payment is accepted via pre-printed company checks or cashier's check per UPS standard procedures.
- Net 30 credit terms are available upon approval. Lowy Enterprises, Inc. will request credit references and bank information. Buyer is responsible for any associated fees from references and financial institutions for requested information.
- Bank fees for Wire Transfer payments will be added to the invoice.
- Lowy Enterprises, Inc. assesses a \$30.00 fee for each returned check or stop payment.
- Payment is accepted only in U.S. Dollars.
- All orders are subject to shipping/handling and COD charges (if applicable).
- No terms or conditions of purchase orders different from the terms of Lowy Enterprises, Inc. will become part of any sales agreement or other document unless specifically approved in writing by Lowy Enterprises, Inc.
- Any invoice that is not paid when due is subject to interest to be added to and payable on all overdue amounts at 18.00 percent per year, or the maximum percentage allowed under applicable laws, whichever is less.
- Buyer shall pay all costs of collection, including without limitation, reasonable attorney fees.
- In addition to any other right or remedy provided by law, if the Buyer fails to pay for the Goods when due, the Seller at its option may treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

WARRANTY

- Lowy Enterprises, Inc. warrants that the goods shall be free of substantive defects in material and workmanship for all new products.
- By accepting Buyer's purchase order, Lowy Enterprises, Inc. does not imply compliance to any government environmental regulation.
- Surplus and factory "seconds" items are sold "As Is". Lowy Enterprises, Inc. makes no warranty of surplus and factory "seconds" items.
- Lowy Enterprises, Inc. assumes no responsibility or liability for goods used in a particular application or end use, or any injury, loss or damage, or expenses, direct or consequential, of any kind arising out of the use or inability to use the goods.
- Lowy Enterprises, Inc. will not name Buyer, its officers, directors or employees as additional insurers under any general or liability insurance policy.

FORCE MAJEURE

Neither Party shall be liable to the other for any delay or failure in performance of any part of the purchase order agreement if such delay or failure is caused by a Force Majeure Event. The Party claiming relief under this Section shall notify the other in writing of the existence of the Force Majeure Event. If either party's performance of the purchase order or agreement is prevented, restricted, or interfered by a Force Majeure Event, then that party shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, change, or interference until the cessation of such Force Majeure Event. Notwithstanding this provision, BUYER shall in no way be relieved of any of its payment obligations as provided herein.

AMENDMENT

The terms and conditions of the purchase order and the terms and conditions of sale here in may be modified or amended if the amendment is made in writing and signed by both Lowy Enterprises, Inc. and Buyer.