

TERMS AND CONDITIONS

Buyer acknowledges that he/she/it has read, is aware of, accepts full responsibility for and is bound by the Terms and Conditions stated below (hereinafter the Sales Order and the Terms and Conditions are collectively referred to as the “Agreement”).

- 1. DEFINITIONS:** For purposes of this Agreement, “**Buyer**” means the person(s) or entity(ies) making this purchase and/or requesting an order confirmation. “**Products**” means the product or products listed in the Sales Order. “**Miami Cordage**” means Miami Cordage, LLC. / Florida Wire & Rigging Works. “**Sales Order**” means the Buyer’s offer to purchase Products.
- 2. CONDITION:** Upon receipt of the Products, Buyer shall immediately inspect the Products to ensure that they meet Buyer’s specifications and approval. Unless Buyer notifies Miami Cordage in writing within ten (10) days of receipt of any defect in the Products, Buyer will be deemed to have accepted the Products. If Buyer gives Miami Cordage timely notice, then Miami Cordage shall have the right to cure any defect in the Products within a reasonable time after receipt of Buyer’s notice. Any fault in delivery, weight, yardage or quality shall not invalidate the sale or any of Buyer’s obligations under this Agreement.
- 3. WARRANTY EXCLUSION:** All products supplied by Miami Cordage are guaranteed to be of good material and workmanship as originally made by the manufacturer of the Product. Except where products are not of a standard nature or industry standards do not exist, products are rated according to accepted industry standards. Most accidents involving injuries to workmen, and damage to products and equipment are the result of improper lifting and handling of materials. It is Buyer’s responsibility to determine the suitability of the Product for any particular use. In addition to rated capacities of products, it is Buyer’s responsibility to adhere to applicable OSHA industry, trade association and regulations (federal, state and local). Buyer must also read and comply with any applicable operating instructions or warnings. The service life, performance and strength of products are conditional upon the proper use, environment, loading and handling of the Product and the equipment on which it is used; methods of attachment; careful and knowledgeable use of the Product by the Buyer. UNLESS EXPRESSLY STATED IN THE SALES ORDER, MIAMI CORDAGE MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS, INCLUDING BUT NOT LIMITED TO ITS MERCHANTABILITY OR ITS FITNESS FOR A PARTICULAR PURPOSE. TO THE FURTHEST EXTENT ALLOWABLE BY LAW, BUYER DISCLAIMS AND WAIVES ANY CLAIM FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM OR IN CONNECTION WITH A CLAIM BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHERWISE. To the extent Miami Cordage expressly provides any warranty, Miami Cordage shall not be liable where a defect or non-conformance arises from fair wear and tear, alteration or repair of the Products, the Products have been improperly installed or connected or willful damage, misuse or Buyer’s negligence. Rated capacities apply only to products supplied in their new and unused condition.
- 4. SHIPPING & RETURNS:** Shipping charges are non-refundable. All shipping dates are approximate based on current availability of materials, production schedules and prompt receipt of all necessary information from Buyer. Miami Cordage will not be responsible for delays in delivery due to strike or other labor dispute, riot, fire, act of God, embargo, inability to obtain materials, delay in transportation, accident, war, government action or any other contingencies beyond Miami Cordage’s control. All returns or exchanges must be received within thirty (30) days from the shipping date of the Products. All items must be unused and show no wear. Buyer’s name, address, order number, address and telephone number must be written on the outside of return packages and must also include the original invoice.
- 5. PAYMENT:** Unless previously withdrawn or expressly stated otherwise in writing by Miami Cordage, all invoices are subject to change at any time and Miami Cordage cannot confirm the price until a purchase order has been placed by Buyer. Buyer shall pay in full all fees due pursuant to the terms set forth prior to the Buyer’s purchase. Unless otherwise stated in the Sales Order, all invoiced prices are in United States Dollar (USD). Unless otherwise stated in the Sales Order, the prices for the Products do not include sales, use, excise or other applicable taxes. If a credit card or debit card has been presented as a means of deposit or security, Buyer authorizes Miami Cordage to submit for payment on such card(s) all amounts owed under this Agreement including if any third party to whom a billing was directed refuses to make payment.
- 6. TITLE AND RISK OF LOSS:** Title to the Products shall not pass to the Buyer until Miami Cordage received payment in full for the Products. If the parties have agreed to payment in installments, title to the Products shall pass to the Buyer on the payment of the final installment. Until title to the Products has passed to Buyer, Buyer shall hold such Products as fiduciary bailee for Miami Cordage. Unless otherwise stated in the Sales Order, delivery of the Products shall be deemed made to Buyer when the Products are tendered to the carrier at point of shipment; and, thereafter, risk of loss shall be borne solely by Buyer.
- 7. INDEMNIFICATION:** Buyer shall defend, indemnify and hold Miami Cordage, its officers, directors, members, managers, employees, parent, subsidiaries, affiliates and agents (collectively, “Indemnitees”) harmless from all losses, liabilities, damages, injuries, claims, demands, costs, attorney fees and other expenses incurred by Indemnitees in any manner from the Products (including Section 8 below), by any person, including claims of, or liabilities to, third parties. Miami Cordage may present a claim to Buyer’s insurance carrier for such events or losses; but in any event, Buyer shall have final responsibility to Miami Cordage for all such losses.

8. **THIRD PARTIES:** Neither Buyer nor any agent, employee or other representative of Buyer shall have any right or authority whatsoever to assume, create, incur or otherwise effect any liability or obligation on behalf of or binding upon Miami Cordage, including but not limited to making any express or implied warranties relating to the Products beyond the scope of any warranties made by Miami Cordage. Buyer shall inform its customers and other end users of the Products regarding the terms of this Agreement set forth herein.
9. **ENTIRE AGREEMENT:** This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the matters addressed herein and supersedes all prior written or oral understandings and agreements between the parties with respect thereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns forever.
10. **SEVERABILITY:** If any provision of this Agreement is determined to be unlawful, contrary to public policy, void or unenforceable, all remaining provisions shall continue in full force and effect.
11. **DISPUTES, GOVERNING LAW, ATTORNEY'S FEES:** Any legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record in Miami-Dade County, Florida or the United States District Court, Southern District of Florida, and construed under Florida law. Buyer consents to the exclusive jurisdiction of the Florida court in any such proceeding and waives any objection to the laying of venue in such court. Buyer and Miami Cordage agree that the prevailing party in any action commencing concerning this Agreement shall be entitled to reimbursement of his/her/its attorney's fees and costs at the trial and appellate levels.