

These terms and conditions (these “**Terms**”) apply to the purchase and sale of products and services through [www.gajeske.com](http://www.gajeske.com) (the “**Site**”). Terms inconsistent with those stated herein which may appear on a purchaser’s purchase order will not be binding. Typographical and clerical errors are subject to correction. All orders are subject to final acceptance by GAJESKE.

- **PRICES:** Market fluctuations and price discrepancies make it necessary for us to reserve the right to adjust prices without notice. All prices are in U.S. Dollars and must be paid in U.S. Dollars.
- **ORDER ACCEPTANCE AND CANCELLATION:** Buyer agrees that an order is an offer to buy, under these Terms, all products and services listed in this order. All orders must be accepted by GAJESKE or GAJESKE will not be obligated to sell the products or services to Buyer. GAJESKE may choose not to accept orders at its sole discretion, even after GAJESKE sends Buyer a confirmation email with Buyer’s order number and details of the items ordered.
- **TARIFFS:** In the event that any new tariffs, duties, taxes, or other government-imposed fees (collectively, “Tariffs”) are enacted or increased after the date of this Agreement and before delivery of the goods, and such Tariffs directly impact the cost of the goods being supplied under this Agreement, GAJESKE shall have the right to (a) cancel the order without penalty, or (b) with Buyer’s consent, adjust the purchase price accordingly. If such Tariffs are imposed, GAJESKE shall provide written notice to the Buyer detailing the nature and amount of the additional costs. The Buyer agrees to either accept the cancellation of the order(s) or accept the price adjustment reflecting the increased costs due to the Tariffs within 48 hours of receiving notice, provided that no goods have been shipped. Absent a timely response, the order is cancelled. This clause shall apply to all shipments made under this Agreement, regardless of whether such shipments were previously quoted, ordered, or invoiced prior to the imposition of the Tariffs.
- **PURCHASE ORDERS:** Purchase Orders are accepted from established Credit Accounts.
- **PAYMENT:** Net 30 Days for established Credit Accounts from the date of invoice. Where Buyer has not established adequate credit, shipments will be made on a prepaid basis only. Advance deposits may be required on special orders or unusually large purchases. GAJESKE reserves the right to withhold deliveries on delinquent accounts and to cancel further purchases without prior notice. To establish a Credit Account, please completely fill out Credit Application and submit it to GAJESKE’S accounting department.
- **CREDIT CARDS:** GAJESKE accepts Visa, MasterCard, Discover, and American Express. Credit cards will be accepted at point of sale only.
- **QUOTATIONS/QUOTES:** All quotes are valid for 7 days from date of quotation unless otherwise stated by GAJESKE. GAJESKE reserves the right to correct any typographical errors in pricing, descriptions, and terms. For International quotes, prices do not include Duties, Customs, or Banking Fees.
- **INTERNATIONAL ORDERS:** We will gladly accept any order from outside of the U.S. and Canada. The only accepted form of payment for an international order is Wire Transfer. Buyer must place an order and GAJESKE will email the Buyer the Order Amount Total including all Fees and Wire Transfer information. Buyer’s order will be shipped as soon as the funds are received.
- **TAXES:** Taxes are additional. We collect taxes on orders from customers in states GAJESKE is registered in. If the Buyer is tax exempt in these states, they must submit a tax-exempt certificate to GAJESKE to ensure the Buyer’s account is set up as Tax Exempt. All applicable taxes will be charged for points of delivery. If taxes were not collected and tax liability is later determined by a governmental taxing agency, the Buyer agrees to reimburse all taxes paid plus applicable penal ties. It is further understood that Buyer bears the ultimate responsibility in making sure their tax obligations are paid in states GAJESKE is not registered in.
- **SHIPPING: All orders are subject to Freight Charges.** All orders are FOB Shipping Point except as agreed to in writing. GAJESKE does its best to get Buyer the best Freight Rate available and ship from the closest location to the Buyer. Freight charges will be prepaid and added to invoices for open accounts. Separate freight charges may apply if Buyer’s order contains items shipping from multiple locations.
- **SHIPPING CLAIMS:** Claims for short shipment or damaged goods must be noted on the carrier’s delivery receipt. Do not dispense of the shipping carton - inspector must be able to see the carton. Claims for inaccurate order filing or concealed damage must be made in writing within 3 days of material receipt. Buyer is responsible for inspection of received goods on the date of delivery.
- **SPECIAL ORDERS:** Items that are non-stocked, custom ordered and/or specially fabricated are non-cancelable and non-returnable for any reason. Items ordered in unusually large quantities are also non- cancellable and non-returnable.
- **RETURNED GOODS:** Returns or exchanges are relative to product condition and warranty. Approval for returning any item must have a Return Merchandise Authorization number (RMA Number) prior to return. Returns must be in new and unused condition in original packaging. Discontinued, shop and weather worn, and unboxed Items are excluded and will not be eligible for credit. Returns must be shipped prepaid and Buyer bears the risk of loss during shipment. Returns are subject to a restocking fee of 25% at GAJESKE’S sole discretion, depending upon the item and reason for return. Credits for returned goods will be issued less applicable handling and restocking charges. No returns after 30 days. items returned to manufacturer will be credited to the customer’s account after GAJESKE receives credit from that manufacturer less any applicable handling and restocking charges. **Important – items shipped to GAJESKE without an RMA number will not be considered for credit.**
- **MANUFACTURERS WARRANTY:** Any warranties on the product sold are those made by the manufacturer. GAJESKE commits to being an advocate for Buyer on all warranty Issues with third-party manufacturers. GAJESKE will work to resolve warranty Issues in a timely and satisfactory manner. Please understand that GAJESKE does not make determinations on warranty Issues and that the decisions are based upon the manufacturer’s warranty policies.
- **DISCLAIMER OF WARRANTIES: GAJESKE MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS OR SERVICES, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**
- **LIMITATION OF LIABILITY: (a) IN NO EVENT SHALL GAJESKE BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE; (b) IN NO EVENT SHALL GAJESKE’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNTS PAID BY BUYER FOR THE PRODUCTS AND SERVICES SOLD UNDER THIS AGREEMENT.**
- **GOVERNING LAW AND JURISDICTION.** All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Texas.