



EAGLE

CONDITIONS OF SALE

Revision 1.0 2012

1. **TERMS.** All invoices billed are due 30 days from invoice date. Accounts over 30 days will be charged interest at the rate of 1 ½% per month, 18% per annum. If this account is collected by or through an attorney, attorney's fee of 15% will be charged. All orders are subject to Credit Department approval. Eagle may request cash in advance prior to shipment. These terms and conditions cannot be waived or modified except in writing signed by an authorized Eagle representative and shall be construed according to the laws of the State of Louisiana.
2. **LIABILITY OF BUYER.** Buyer shall be liable for injury, disability, and/or death of workers or other persons caused by the installation, handling or transportation of product and shall indemnify Eagle against all such liability. The buyer shall also indemnify and save harmless Eagle against all loss, expense, damages and / or penalty or penalties which may arise out of any action for damages to property or person occasioned by the installation, handling or transportation of the product.
3. **WARRANTY.** Eagle makes no claim or warranty of performance, since the performance of this or any other product is affected by the manner in which it is used or handled, no warranty, expressed or implied, of fitness of this product or any specific application is provided by Eagle Industries of Louisiana, Inc. Eagle's liability under this Section 3 is limited to repairing or replacing (at Eagle's discretion) the product.
4. **SALES TAXES.** The BUYER shall pay all applicable state and local sales and use taxes.
5. **LIMITED LIABILITY. IN NO EVENT SHALL EAGLE BE LIABLE TO THE BUYER OR ANY OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES.**
6. **SCOPE OF DAMAGES. EAGLE LIABILITY FOR DAMAGES SHALL IN NO EVENT EXCEED THE TOTAL SELLING PRICE, IF ANY, RECEIVED FROM THE BUYER BY EAGLE FOR THE PRODUCT WHICH IS THE SUBJECT OF CLAIM OR DISPUTE.**
7. **ENTIRE AGREEMENT, GOVERNING LAW.** This contract constitutes the entire agreement between Eagle and the Buyer and supersedes any representations, warranties or agreements (written or oral) heretofore made or entered into between the parties relating to the equipment. This contract shall be governed by the laws of Louisiana applicable to contracts made and to be performed in Louisiana.

ACCEPTED BY: _____

DATE: _____