



TERMS & CONDITIONS

5/2024

AGREEMENT. All sales or services provided by Tulsa Centerless (hereinafter "sales") are made subject to the following terms and conditions ("Terms and Conditions"), which are published on Tulsa Centerless's website, as the same may be modified from time to time. Terms additional to or different from those in these Terms and Conditions, including but not limited to terms contained in buyer's purchase order, quality manuals, or required in order to access or participate in any online buyer portals, are deemed material and hereby rejected unless accepted in a writing signed by an officer of Tulsa Centerless. Tulsa Centerless's acceptance of customer's purchase order or commencement of performance shall not constitute acceptance of any of customer's terms and conditions of purchase. Customer's assent to these Terms and Conditions shall be conclusively presumed from customer's issuance of its purchase order without written objection to the Terms and Conditions. Customer accepts these Terms and Conditions as the controlling terms and conditions for sales to customer by Tulsa Centerless.

TERMS OF PAYMENT. Tulsa Centerless's payment terms are Net 30 days. A service charge of 1.5% may be applied to your unpaid past due balance. . An interest charge of 1-1/2% monthly (18% annual rate) or the maximum allowed by state law will be imposed on all past due accounts. Buyer shall also be required to pay all collection costs incurred by Tulsa Centerless in enforcement of the Terms and Conditions, including court costs, actual reasonable attorney's fees and collection agency fees, within the standards of the industry, but not less than 25% of the unpaid amount of principal and interest.

MATERIAL SALES PERMISSABLE VARIATIONS AND TOLERANCES. All raw material products are subject to mill tolerances and variations in respect to dimensions, weights, straightness, surface conditions, composition, mechanical properties, internal conditions and quality. Deviations may occur from such tolerances and variations consistent with practical testing, inspection methods and regular mill practices with respect to over and under shipments.

RETURNED GOODS. Orders may not be returned without prior written authorization from Tulsa Centerless. If Tulsa Centerless determines that it is its responsibility (or that of the manufacturer in terms of material), Tulsa Centerless shall accept and rework or replace promptly the portion of the order at issue. In all other cases, Tulsa Centerless will attempt to minimize the customer's expense or loss. If we authorize a return, we reserve the right to charge reasonable handling charges for returned goods.

BUYER'S DUTY TO INSPECT. Customer must verify physical receipt with packing slip within 10 days of receipt. Claims for deviations shall be made in writing within 30 days. Tulsa Centerless' liability for any material that does not meet specifications shall not exceed the cost of the material.

CANCELLATION. Orders for materials that are already in production may not be cancelable. Special ordered material may not be canceled without prior authorization and may be subject to restocking fees. These determinations will be made at Tulsa Centerless's sole discretion.

FORCE MAJEURE. Failure of Tulsa Centerless to deliver hereunder, or delay in making shipments, if occasioned by fire, explosion, flood, earthquake, war, riots, insurrection, civil disturbance, accident, storm, interruption or delay in transportation, shortage, strike or other labor dispute, inability to obtain materials and supplies, acts of government, any act of God, or any other causes of like or different character beyond Tulsa Centerless' control shall not subject Tulsa Centerless to any liability to customer.

CLAIMS. Claims for shortages in shipment, defective goods, or errors must be made in writing within 30 days after receipt of order. Claims for shortages or damage caused by delivering carrier other than Tulsa Centerless should be made directly with that carrier. Claims for defective material may need to be inspected and approved by Tulsa Centerless or the manufacturer before credit can be issued.

SPECIFICATIONS. Tulsa Centerless will not be held responsible for customer specifications unless those specifications are mutually agreed to in writing at time of order.

PRODUCT WARRANTY. TULSA CENTERLESS DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY. TULSA CENTERLESS'S SOLE AND EXCLUSIVE OBLIGATION AND LIABILITY WITH RESPECT TO PRODUCTS SOLD AND SERVICES PROVIDED IS EXPRESSLY LIMITED TO REPAIRING OR REPLACING, AT ITS OPTION, ANY PRODUCT FOUND TO BE DEFECTIVE WITHIN 30 DAYS FROM DELIVERY. TULSA CENTERLESS WILL IN NO EVENT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO CASE SHALL TULSA CENTERLESS'S LIABILITY EXCEED THE COST OF THE MATERIAL WITH RESPECT TO ANY PRODUCT FOUND TO BE DEFECTIVE. THE FOREGOING IS FURTHER LIMITED BY TULSA CENTERLESS'S MATERIAL STRAIGHTNESS POLICY, WHICH IS POSTED ON THE TULSA CENTERLESS WEBSITE.

GOVERNING LAW. This agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Oklahoma, without regard to conflict of law principles.

JURISDICTION. CUSTOMER, ACTING FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY LITIGATION ARISING FROM OR RELATED TO THIS AGREEMENT. CUSTOMER EXPRESSLY AND IRREVOCABLY CONSENTS TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN TULSA, OKLAHOMA, AND WAIVES THE RIGHT TO ASSERT THAT ANY ACTION IN ANY SUCH COURT IS IN THE IMPROPER VENUE OR SHOULD BE TRANSFERRED TO A MORE CONVENIENT FORUM.