

Terms and Conditions of Sale

Used herein, "Seller" means Spray-Right, LLC; "Products", the goods and items sold by Seller hereunder; "Purchaser", all buyers and users of Products produced and sold hereunder.

Testing: Purchaser acknowledges that given the enormous variety of chemicals used in conjunction with Products, there is no reasonable way for Seller to ensure compatibility or suitability. Seller is therefore not responsible for chemical compatibility and suitability between Products sold to Purchaser and the chemicals used by the Purchaser. Purchaser is responsible for any and all testing to ensure chemical compatibility and suitability.

Normal Wear: Normal wear and tear is expected and all parts may have a limited life that depends on environmental and usage conditions. Seller is not responsible for breakage as a result of normal wear and tear.

Shipping: Unless explicit shipping instructions have been given Seller by Purchaser, Seller shall use its best judgment in shipping goods to Purchaser. Except as stated herein to the contrary, no merchandise may be returned without the written authorization of Seller, and Seller reserves the right to impose a reasonable restocking charge for merchandise which Seller accepts for return when not otherwise required to do so. Seller recognizes no claim for damage to merchandise in transit, or shortages occurring during transit, unless noted by Purchaser on the delivery receipt at time of delivery and returned to Seller within five (5) days after delivery. Nothing herein shall be construed to require Seller to replace damaged goods or to make up shortages when such would not otherwise be its responsibility.

Other Liability: Seller is not liable for consequential damages related to products or services provided hereunder by Seller even though Seller may have been advised, known or should have known of the possibility of such damages.

Governing Law: This Agreement shall be interpreted, construed, and governed according to the laws of the state of Oregon. Any action at law or judicial proceeding pertaining to this Agreement or the relationship of the parties hereunder or the breach thereof shall be instituted and conducted only in Multnomah County (Oregon) Circuit Court.