
Terms and Conditions

These Terms and Conditions are exclusive between Avanti Material Sales, Ltd. dba Avanti International (hereby known as "Avanti") and Buyer. There are no terms, understandings, or agreements other than those stated herein. These Terms and Conditions may not be altered, amended, nor waived except in writing and signed by Avanti and Buyer. Acceptance of Buyer's purchase order is subject to acceptance of the expressed Terms and Conditions contained herein. If any provisions of Buyer's purchase order or other writings are different from or are otherwise in conflict with these Terms and Conditions, these Terms and Conditions shall govern, and the terms contained in Buyer's purchase order or other writings are expressly rejected by Avanti.

Prices

Prices published by Avanti may be changed at any time without notice. Prices quoted by Avanti or Avanti's representatives are valid for thirty (30) days, unless otherwise stated in writing. Prices for products will be as specified by Avanti or, if no price has been specified or quoted, will be Avanti's price in effect at the time of shipment.

Taxes and Other Charges

Sales, excise, use, or similar tax, if applicable, and freight, insurance, and other direct shipping costs such as but not limited to dunnage, duties, and special handling, may not be part of quoted price and will be billed as separate charges, which must be paid by Buyer.

Payment Terms

Avanti may invoice Buyer upon shipment for all applicable prices, freight, taxes, and all other charges payable by Buyer in accordance with the agreed terms. If no payment terms are stated, payment shall be net thirty (30) days from the date of invoice. If Buyer fails to pay any amounts when due, Buyer shall pay Avanti interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and costs) incurred by Avanti in collecting such overdue amounts or otherwise enforcing Avanti's rights hereunder. Avanti reserves the right to require from Buyer full or partial payment in advance if Avanti believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All transactions outside the U.S. will require a non-refundable 100% payment for product and freight upon receipt of purchase order. All payments shall be made in U.S. Dollars.

Special Orders

Orders requiring special manufacture to customer specifications, the special order by Avanti of non-stocked items, or orders designated by Avanti as a Special Order. All Special Orders are non-cancellable and subject to written confirmation before handling. Special Orders within the U.S. require a non-refundable 50% deposit for product plus freight upon receipt of purchase order with the balance due in accordance with the Payment Terms detailed herein. Special Orders outside the U.S. require a non-refundable 100% payment for product and freight upon receipt of purchase order. All payments shall be made in U.S. Dollars.

Shipping

The products will be shipped to the destination specified by Buyer, FOB Avanti's shipping point. Avanti will have the right, at its election, to make partial shipments of the products and to invoice each shipment separately. Shipping and handling fees, special packaging materials, carrier surcharges, and hazardous material fees imposed by government regulation may be added separately to the invoice. All shipping and delivery dates are approximate only, and Avanti will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Avanti's reasonable control. Orders in process may not be changed except with Avanti's written consent. Freight arrangements and costs associated for and with product to be shipped outside of the U.S. will be the sole responsibility of the Buyer.

Ownership and risk of loss passes to Buyer at time of delivery (FOB point of shipment). Buyer is solely responsible for prosecuting any claims against carriers and for obtaining all transportation permits. If shortage or damage is discovered by Buyer, Buyer must request inspection by the carrier within seventy-two (72) hours. Avanti reserves the right to inspect a damaged product, where applicable, before replacement or credit is determined.

Product Return Policy

All cement and cement additive sales are final – product returns will not be accepted. All other returns require an Avanti Return Merchandise Authorization or RMA number. You can request an RMA number by contacting the customer service department. To be eligible for a return, the item/s must be returned undamaged and in unopened, original sealed container. The item/s must also be returned within 60 days from the date of delivery. Returns are the responsibility of the Buyer and subject to a 35% restocking fee. Any hazardous material must be packaged and labeled in accordance with DOT regulations. All freight charges associated with a Product return will be the sole responsibility of the Buyer.

Returns will not be accepted if:

- opened or not in original packaging
- damaged in any way
- purchased on a Special Order basis
- not purchased directly from Avanti
- shelf life is expired (Note: product shelf life is one (1) year from date of purchase)

Product Warranty

Products provided to Buyer pursuant to this agreement will meet the manufacturer's specifications for a term equal to the warranty period stated in the product manufacturer's literature.

If any product warranted hereunder proves non-conforming, Avanti's sole liability and Buyer's sole remedy hereunder shall be for Avanti to:

- replace, at no cost to Buyer, any such non-conforming product with a conforming product (as applicable).
- credit Buyer's account for all amounts paid with respect to the non-conforming product upon Avanti's receipt of the non-conforming product. In the event of replacement, the replacement product will be warranted for the remainder of the original warranty period or 120 days, whichever is longer.

In no event shall Avanti have any obligation to replace, in whole or in part, as the result of:

- accident, disaster, or event of force majeure
- misuse, fault, or negligence of or by Buyer
- use of the products in a manner for which they were not designed
- improper storage and handling of the products

If Buyer believes a product falls within warranty and requires replacement, please contact Avanti for instructions on how to proceed.

AVANTI HEREBY DISCLAIMS ALL OTHER WARRANTIES OR GUARANTEES WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS, OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability

In no event will Avanti be liable for incidental, special or consequential, indirect, exemplary or punitive damages from any cause or for any reason whatsoever, irrespective of whether the claim arises from actual or alleged breach of warranty, indemnification, breach of contract, product liability, contribution or any legal theory and in no event will Avanti be liable for lost profits, costs or losses not associated with direct physical damage to property for any claims made under or related to the sale of products to Buyer. In no event shall Avanti's liability exceed the purchase price of the products that are the subject of any claims made by Buyer.

Proprietary Information

Buyer agrees that all pricing, discounts, and technical information that Avanti provides to Buyer are the confidential and proprietary information of Avanti. Buyer agrees to keep such information confidential and not disclose such information to any third party and use such information solely for Buyer's internal purposes and in connection with the products supplied by Avanti. Buyer shall inform its employees, agents, and representatives of these obligations and shall require them to assume equivalent obligations.

Governing Law & Jurisdiction

These Terms and Conditions are governed by and construed in accordance with the laws of the State of Texas, without giving effect to any principles of conflicts of law AND WILL SPECIFICALLY NOT BE GOVERNED BY THE UNITED NATIONAL CONVENTIONS ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IF OTHERWISE APPLICABLE. For any action at law or in equity relating to the arbitration provision of these Terms and Conditions, the Excluded Disputes or if you opt out of the agreement to arbitrate, you agree to resolve any dispute you have with Avanti exclusively in a state or federal court located in Harris County, Texas, and to submit to the personal jurisdiction of the courts located in Harris County, Texas for the purpose of litigating all such disputes. The parties agree to waive any right to a trial by jury for the resolution of any disputes.