

Far East American Terms and Conditions of Sale

December 1, 2024

Buyer acknowledges and agrees that availability of, timeliness of deliver of, and price of the herein-described goods is expressly contingent upon events, including, but not limited to, strikes, fires, ocean freight rates, duties, and other levies beyond sellers control against which seller does not impliedly or expressly warrant: and that rice and delivery time will increase or decrease as a result of these contingent events and that these contingent events may make the good herein described unavailable.

1. In no event shall seller be liable for loss of profits or any consequential or special damages.
2. There are no warranties which extend beyond the description of the face hereof.
3. Force Majeure: Buyer acknowledges and agrees that its delivery may be based on the performance of a foreign factory and that FEA's duty to deliver is expressly contingent upon the foreign factory's compliance with the FEA's order to them. FEA is not responsible for the failure of a foreign factory to comply with FEA's orders. Therefore, FEA is not liable for any delivery delays occasioned by the foreign factories' failure to deliver FEA's orders. FEA is not responsible for delivery delays caused by the actions of an ocean carrier.
4. Warranty: Except as otherwise stated herein, Buyer's exclusive remedy due to defective Goods shall be a reduction from the invoiced price of the defective Goods. Buyer acknowledges that plywood is subject to delamination. Buyer's exclusive remedy for plywood delamination shall be a full credit for the plywood purchased price or replacement of the plywood, at FEA's option.
5. Buyer must give written notice to seller of any damage to goods within thirty (30) days of receipt of said goods. **After thirty (30) days, all damages to goods, shall be waived by Buyer.** Buyer must give written notice to seller of any defect in the goods within thirty (30) days of discovery of the defect and within three (3) months of receipt of said goods. Seller is not responsible for defects discovered three (3) months following Buyer's receipt of said goods. Seller has the right to perform an independent survey or inspection of the goods through Seller's agents. Seller has the option to either accept settlement for damaged or defective goods or arrange for the return of the goods in question reimbursing Buyer for the purchase price of the goods. For freight collect shipments, **Buyer is responsible for all damage unless the buyer takes proper exceptions at the time of delivery.**
6. Limitation on Liability: IN NO EVENT SHALL FEA'S LIABILITY HEREUNDER EXCEED THE PRICE OF THE DEFECTIVE GOOD AND FEA SHALL IN NO EVENT BE LIABLE FOR ANY LOSS OF PROFIT, LOSS, PRODUCT DAMAGE, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES SUFFERED BY BUYER.
7. The situs of acceptance of the purchase order is California, and the construction and performance of this Agreement shall be determined by the laws of California.
8. Any controversy between the parties hereto involving the construction or application of any the terms, covenants, or conditions of this transaction shall on written request of one part served on the other shall be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the California Arbitration Act, Sections 1280-1294.2 of the California Code of Civil Procedure, and
9. If any legal action or arbitration is necessary to enforce the terms of this transaction, the prevailing party, shall be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled.