

Sales Agreement

1. Sales Orders: Argus Group Holdings, LLC d/b/a Premier Safety ("Premier") sells Equipment, Instrumentation, and Parts; Calibration Gases; Hydrostatic Testing; used Rental equipment; Services for evaluation, maintenance, calibration, testing, and repair of customer owned equipment; Training; Consultation; and other products and services (hereafter referred to as Merchandise) at such times and at such places as mutually agreed upon with the Customer.
 - Premier will accept written Purchase Orders from persons presumed authorized by customer
 - Premier will use its best efforts to provide Merchandise within an agreed upon time period, however Premier will not be responsible for any costs or liability due to delayed delivery
 - Separate Agreements cover Premier policy, conditions, and terms for Sales, Rentals, Service, Training, and Consultation.
 - Used Merchandise is sold "as is" based on disclosure of merchandise condition to customer.
 - Orders for customer evaluation or demonstration must be accompanied by a valid Purchase Order stating the purpose, time period and criteria of the evaluation. Merchandise used in the workplace or kept beyond the agreed upon time will be subject to Premier Rental Agreement terms. All returned merchandise is subject to conditions of Premier Return for Credit policy.
2. Shipping to Customer: All merchandise will be shipped via a carrier selected by Premier unless otherwise specified by customer at time of order.
 - F.O.B. Point is calculated from Premier shipping point.
 - Hazardous Material charges or fees when required either by Law or by the carrier will be added to the freight bill.
 - Taxes & Duties: Customer will pay all taxes, duties, and governmental charges including interest and penalties on such charges, which may be levied on the merchandise.
3. Payment: Premier will accept payment for goods and services made in cash, by credit card (Visa, MasterCard, Discover, and American Express), Letter of Credit, or other arrangements mutually agreed upon by both parties. The customer agrees to pay Premier either on demand or under the terms set forth within the agreement – at the discretion of Premier.
 - Funds: Unless otherwise stated, all prices are quoted in U.S. funds.
 - Terms: Net 30 days to qualified accounts. Open accounts can be established for customers with good credit rating (D & B of 70 or better) who have submitted information required on the Premier Open Account Registration form.
 - Late Charges: If any payment is not received when due, the Customer agrees to pay an additional late charge of one and one-half percent (1.5%) of the outstanding balance per month. In addition to charging late charges, Premier has the right to recover from the Customer all amounts due including Premier's costs for collection.
4. Canceled Orders: Customer may cancel orders for merchandise anytime prior to shipment. However:
 - Canceled orders must be acknowledged by a written Cancellation Acknowledgement (CA#) from Premier Customer Service. CA# will be provided by Premier Customer Service during normal business hours (EST).
 - Canceled orders for merchandise may be subject to a cancellation fee plus any charges for Engineering, design, development or any other unrecoverable costs associated with preparation of the order.
5. Return for Credit: Premier will accept merchandise returned for credit under the following conditions:
 - All merchandise returned for credit must have a Return Authorization number (RA#). RA# will be provided by Premier Customer Service during normal business hours (EST).
 - Returns for credit must be requested within 14 days of receipt of goods by customer.
 - All returned merchandise must be unused and include all manuals and accessories including the original manufacturer's packaging;
 - All returned merchandise must be shipped freight prepaid by the customer to the Premier address specified on the Return Authorization – any costs incurred to ship to the correct Premier address will be deducted from the amount otherwise credited.
 - Minimum 25% Restocking Charge will apply to all merchandise covered by the RA#.
 - Some merchandise is not returnable for credit – examples are special ordered items, custom manufactured items, Field Service; Installation; Consultation and Training; Freight, special handling and packing;
 - All credit for any returns acknowledged and accepted by Premier will be applied to the customer's Premier account.
6. Warranty: Premier warrants that the merchandise sold under this agreement operate to manufacturer's specifications and were free of defect in workmanship and materials at time of shipment to customer. Premier's obligation shall be limited to either repair or replacement of merchandise, at Premier discretion, during the manufacturer's warranty period or ninety (90) days following the date that the merchandise was shipped, whichever is less. This warranty does not include abuse, mechanical damage, alteration, or repair performed by others; damage during shipment; work performed by unauthorized personnel, or procedures not in accordance with the manufacturer or its' manuals. This warranty does not replace or extend the manufacturer's warranty. Customer agrees that Premier does not assume any responsibility or liability to honor or provide services, labor, and/or parts covered by the manufacturer's warranty.
7. Disclaimer of Warranties: Premier makes no warranties whatsoever in respect to the use of the Merchandise ordered by customer, and customer hereby expressly waives any warranty or representation, either express or implied, as to the Merchandise use, including without limitation, any warranty or representation as to the design, quality or condition of the Merchandise or any warranty of merchantability of fitness of the Merchandise for any particular purpose, and all other warranties express, implied, and statutory, or as to any other matter relating to the Merchandise or any part thereof. Customer confirms that it purchased the Merchandise and each part thereof on the basis of its own judgement.
8. Indemnification of Premier: Customer shall indemnify, hold harmless, and defend Premier from any and all claims, actions and damages, including attorney's fees, arising out of the Merchandise and its use, possession, operation, condition, purchase, maintenance, repair, and return, including without limitation, any such claims in tort, whether based on negligence, strict liability or any other theory of liability, including any claims arising out of alleged negligence or conditions caused or created in whole or in part by Premier, which obligations shall survive termination of this Agreement.
9. Disclaimer of Tort Liability: Customer specifically understands and agrees that Premier shall not be liable to the customer in tort - whether based on negligence, strict liability, or any other theory of tort liability - for any act or omission in respect to the delivery or operation; for any liability, loss or damage caused or alleged to be caused directly or indirectly by Premier or the Merchandise, by any inadequacy thereof or deficiency or defect therein, and for any alleged negligence or condition, caused or created in whole or in part by Premier. It is the intent of the customer and Premier and the intent of this provision to absolve and protect Premier and Premier's officers, agents, shareholders and employees from any and all tort liability of whatsoever kind or nature.
10. Exclusive Remedy: Customer specifically understands and agrees that customer's sole and exclusive remedy for breach of warranty, tortious conduct, or any other cause of action against Premier or Premier's officers, agents, or employees, if any, shall be limited to the repair or replacement of the Merchandise or any defective parts at Premier's discretion and at Premier's regular place of business or at such other place of business designated by Premier during normal working hours. Customer shall deliver the Merchandise to such place designated by Premier and Premier shall return the Merchandise to customer's own place of business and the costs of such delivery and such return shall be borne by the customer. Customer specifically understands and agrees that no other remedy (including but not limited to claims for incidental, special, consequential, or punitive damages, for any cause whatsoever or injury to persons or property or any other consequential, economic, special or incidental loss) shall be available to customer.
13. Governing Law: This Agreement will be governed by, and construed in accordance with, the laws of the State of Michigan. Customer hereby irrevocably consents and agrees that any action or proceeding hereunder shall be instituted in state or federal court having jurisdiction over Macomb County Michigan, and hereby irrevocably submits to the jurisdiction of such courts in such action or proceeding.
14. Entire Agreement: These terms constitute the entire Agreement between Premier and Customer with respect to the goods and services sold under this agreement and shall not be amended except in writing and signed by both parties.