

## **R.W. NOONEY, INC TERMS AND CONDITIONS**

### Terms and Conditions:

Owner shall pay all shipping costs and/or delivery fees and any applicable taxes that are a direct result of purchases from R. W. Nooney, Inc.

Acceptance of goods by Owner constitutes acceptance of all terms and conditions set forth herein. Returns are at sole discretion of R. W. Nooney, Inc. only.

**R. W. NOONEY, INC. MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED FROM ALL TRANSACTIONS WITH OWNER AND SHALL NOT APPLY TO GOODS SOLD.**

No claim of any kind, whether as to goods delivered or for non-delivery of goods, shall be greater in amount than the purchase price of the goods in respect of which such damages are claimed; and failure to give notice of claim within thirty (30) days from date of delivery, or the date fixed for delivery, as the case may be, shall constitute a waiver by Owner of all claims in respect of such goods. The remedy hereby provided shall be the exclusive and sole remedy of Owner; any right of the Owner to consequential and incidental damages is excluded.

Guarantor personally, irrevocably and unconditionally guarantees to R. W. Nooney, Inc. the due and punctual payment when due of all sums payable by Owner to R. W. Nooney, Inc., including, but not limited to, any and all expenses, including reasonable attorney's fees and legal expenses incurred or paid by R. W. Nooney, Inc. in protecting or enforcing its rights hereunder. Interest at an annual rate of 10% will be added to any unpaid amounts that are overdue and Owner shall pay all costs for collection, including and without limitation, any reasonable attorney fees.

All persons executing this document represent and warrant that they have full right and authority to do so.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Social Sec #: \_\_\_\_\_

Date: \_\_\_\_\_