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**IN USING THIS WEBSITE, YOU ARE DEEMED TO HAVE READ AND AGREE TO THE FOLLOWING TERMS & CONDITIONS.**

Thank you for your interest in Pro Seal & Plastics, LLC. DBA Pro Seal and Seal Products. The following legal document serves as our Terms & Conditions and governs the legal terms of our website, ProSealPlastics.com, ProSealGovernment.com and SealProducts.net, sub-domains, and any associated web-based and mobile applications (collectively, "Website"), as owned and operated by Pro Seal & Plastics, LLC.

Capitalized terms, unless otherwise defined, have the meaning specified within the Definitions section below. This Terms of Service, along with our Privacy Policy, any mobile license agreement, and other posted guidelines within our Website, collectively "Legal Terms", constitute the entire and only agreement between you and Pro Seal & Plastics, LLC, and supersede all other agreements, representations, warranties and understandings with respect to our Website and the subject matter contained herein. We may amend our Legal Terms at any time without specific notice to you. The latest copies of our Legal Terms will be posted on our Website, and you should review all Legal Terms prior to using our Website. After any revisions to our Legal Terms are posted, you agree to be bound to any such changes to them. Therefore, it is important for you to periodically review our Legal Terms to make sure you still agree to them.

By using our Website, you agree to fully comply with and be bound by our Legal Terms. Please review them carefully. If you do not accept our Legal Terms, do not access and use our Website. If you have already accessed our Website and do not accept our Legal Terms, you should immediately discontinue use of our Website.

The last update to our Terms of Service was posted on 22 June 2018.

**Definitions**

The terms "us" or "we" or "our" refers to Pro Seal & Plastics, LLC, the owner of the Website.

A "Visitor" is someone who merely browses our Website, but has not registered as Member.

A "Member" is an individual that has registered with us to use our Service.

Our "Service" represents the collective functionality and features as offered through our Website to our Members.

A "User" is a collective identifier that refers to either a Visitor or a Member.

All text, information, graphics, audio, video, and data offered through our Website are collectively known as our "Content".

**Legal Compliance**

You agree to comply with all applicable domestic and international laws, statutes, ordinances, and regulations regarding your use of our Website. Pro Seal & Plastics, LLC reserves the right to investigate complaints or reported violations of our Legal Terms and to take any action we deem appropriate, including but not limited to canceling your Member account, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses and traffic information, as allowed under our Privacy Policy.

**Intellectual Property**

Our Website may contain our service marks or trademarks as well as those of our affiliates or other companies, in the form of words, graphics, and logos. Your use of our Website does not constitute any right or license for you to use such service marks/trademarks, without the prior written permission of the corresponding service mark/trademark owner. Our Website is also protected under international copyright laws.

The copying, redistribution, use or publication by you of any portion of our Website, except where otherwise indicated, is strictly prohibited. Your use of our Website does not grant you ownership rights of any kind in our Website.

### **Links to Other Websites**

Our Website may contain links to third party websites. These links are provided solely as a convenience to you. By linking to these websites, we do not create or have an affiliation with, or sponsor such third-party websites. The inclusion of links within our Website does not constitute any endorsement, guarantee, warranty, or recommendation of such third-party websites. Pro Seal & Plastics, LLC has no control over the legal documents and privacy practices of third party websites; as such, you access any such third-party websites at your own risk.

### **General Terms**

Our Legal Terms shall be treated as though it were executed and performed in Indiana, United States and shall be governed by and construed in accordance with the laws of Indiana, United States without regard to conflict of law principles. In addition, you agree to submit to the personal jurisdiction and venue of such courts. Any cause of action by you with respect to our Website, must be instituted within one (1) year after the cause of action arose or be forever waived and barred. Should any part of our Legal Terms be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that any Content in our Website conflicts or is inconsistent with our Legal Terms, our Legal Terms shall take precedence. Our failure to enforce any provision of our Legal Terms shall not be deemed a waiver of such provision nor of the right to enforce such provision. The rights of Seal Products LLC under our Legal Terms shall survive the termination of our Legal Terms.

## **Pro Seal & Plastics, LLC Terms & Conditions of Sale**

### **1. General**

- A. **Applicability.** These Terms and Conditions of Sale constitutes the entire agreement between Pro Seal and Plastics, LLC, DBA Pro Seal and Seal Products, an Indiana limited liability company ("Seller") and the customer ("Buyer") for the purchase products (the "Products") described in any applicable purchase order accepted by Seller (each, an "Order"). Except to the extent expressly agreed to by Seller in a writing signed by an authorized officer of Seller, any different, conflicting or additional terms contained in an Order, Order acknowledgment, sales agreement or other document shall be void. Seller shall not be deemed to have waived any provision of these Terms and Conditions of Sale by failing to object to provisions that may appear on, be incorporated by reference in, or attached to an Order. Seller hereby reserves the right to accept each Order, and each acceptance shall be conditional upon the acceptance by Buyer of these Terms and Conditions of Sale. Any revised and follow-on orders accepted by Seller shall be deemed to be an Order and subject to these Terms and Conditions of Sale. Seller's acknowledgement of receipt of the revised or follow-on orders shall not constitute acceptance.
- B. **Orders** are binding only after acceptance by Seller by issuance of a Sales Order Confirmation. Verbal purchase orders shall not be deemed accepted until confirmed by Seller by issuance of a Sales Order Confirmation.
  - a. Prices are effective for 45 days from the quote date unless otherwise stated and are subject to change without prior notice.
  - b. Orders are subject to the minimum order quantity requirements.
  - c. Blanket Purchase Orders will require a mutually agreed upon release schedule. All Blanket Purchase Orders expire within 12 months from the date of issue.

- d. Delivery times for non-stock items vary greatly by manufacture and item type. An estimated lead-time will be noted on the Sales Order Confirmation.
  - e. Seller reserves the right to over or under ship by 10% of the confirmed quantity and invoice accordingly.
  - f. Contract pricing is per the written agreement and is to be review annually.
- C. Seller reserves the right, without prior notice, to:
- a. Change any price.
  - b. Discontinue any item.
  - c. Discontinue shipments to any customer for any reason with or without cause.
  - d. Resolve any inconsistencies, errors, omissions, conflicts or ambiguities.
  - e. Change and/or revoke any provision contained herein.
- D. The **Minimum Order Value** (MOV) is \$100 of total product per Order. If the purchase order value is less than \$100, a MOV Charge to reach the minimum order value may be added to the Sales Order Confirmation. If Buyer refuses to accept the MOV Charge, then Seller must be notified in writing within 24 hours and the Order may be cancelled at no cost. Otherwise, the MOV Charge is deemed accepted by Buyer and will be invoiced accordingly.

## 2. Payment Terms

- A. Payment terms are Net 30 Days unless otherwise specified on the quote, order confirmation, agreement and/or invoice.
- B. Special item orders may require a partial or full payment in advance.
- C. Orders requiring a tooling charge may require advanced payment.
- D. Bank wire transfer payments will require an additional \$25.00 wire transaction charge to cover the inbound banking transaction cost of the wire transfer.
- E. Seller reserves the right to revoke any credit terms at any time with or without cause.
- F. **The remittance must include the invoice number for proper account reconciliation.**
- G. Past due invoices are subject to a late payment charge of 1.5% per month, or the maximum amount permitted by law.
- H. Invoices that are 90 days past due will be sent to a collection agency or attorney to assist in collection of the past due account. Buyer will be responsible to pay any and all cost of collection; including, but not limited to, collection agency fees, attorney fees and court costs.
- I. To secure payment of all sums due or otherwise, Seller retains a security interest in all products delivered to Buyer and this Terms and Conditions of Sale is deemed to be a Security Agreement under the Uniform Commercial Code. Buyer authorizes Seller and its attorney to execute and file on Buyer's behalf all documents Seller deems necessary to protect its security interest.

## 3. Shipping

- A. All shipments are **FOB** Seller or Seller's supplier, unless a prior written agreement specifies otherwise.
- B. Buyer assumes title, control and all risk upon transfer to a common carrier.
- C. Buyer is responsible for inspecting the merchandise upon receipt and insist that visible damage be noted on its copy of the freight bill.
- D. If any Product has been lost or damaged in transit, Buyer must file the claim with the carrier in a timely manner.
- E. Freight and insurance charges are invoiced to Buyer or shipped freight collect to Buyer providing appropriate carrier account information is on file.
- F. A \$5.00 packaging and handling charge may be imposed to each shipment
- G. Delivery dates are approximations only, based on standard, requested shipping methods, and Seller accepts no liability for any delays in delivery.
- H. Products subject to any Order shall be deemed accepted by Buyer ten (10) days after Buyer receives shipment of the Products. After such acceptance, Buyer shall not have the right to revoke such acceptance.

## 4. Returns & Claims

- A. No returns shall be accepted without a Seller Return Materials Authorization Number (RMA #) clearly affixed to the shipping carton. The RMA # is good for 30 days from the date of issue.
  - B. Authorized returns are to be shipped to Seller prepaid and insured for the product's full value.
  - C. Products returned for a warranty claim must include Seller Invoice Number.
  - D. Returned items shall be inspected by Seller and if found to be defective, shall be handled under Seller's standard warranty policy (below).
  - E. All non-defective items returned are subject to a restocking fee.
  - F. A Credit Memo will be issued for any accepted return or defective item.
5. **Modification.** If Buyer requests changes to the Order, the delivery date, or any other changes which, in Seller's judgment, impacts its costs, risks or other matters, then Buyer and Seller must agree to the changes in writing or the order shall be deemed cancelled in accordance with Section 6. The parties shall have a reasonable time to agree to any changes proposed by Buyer and to agree upon a new delivery date caused by these changes.
6. **Cancellation.** Buyer may direct Seller to terminate work under an Order, in full or in part, at any time by written notice to Seller that states the extent and effective date of the termination of the Order. Upon receipt of such a notice of termination or modification of an Order, Seller will with reasonable promptness stop work under the Order. Buyer agrees to pay Seller for completed products that conform to the requirements of the Order and do not exceed the amounts called for by the Order. In addition, Buyer agrees to pay Seller for partially completed and in-process Products if they conform to the requirements of the Order and do not exceed the amount authorized in said Order together with raw materials and component parts held in anticipation of filling the cancelled portion of the Order.
7. **Tooling**
- A. Unless otherwise agreed in writing, all tooling, dies, special dies, patterns, patents, jigs, gages, fixtures, drawings, designs, samples, tooling aids, molds and/or any other property furnished, created, invented or developed by Seller in connection with an Order (the "Tooling") is the property of and owned exclusively by Seller and/or its suppliers. Seller shall maintain a lien for monies owed hereunder on all Tooling and/or material not owned by Seller for any amounts owing by Buyer. Buyer will pay on demand all (i) personal property taxes, (ii) sales and use taxes and (iii) excise taxes in each case to the extent on any such Tooling and/or materials owned by Buyer in possession of Seller and/or its suppliers.
  - B. Exclusive rights may be forfeited, and tooling may be disposed of in any manner, if two (2) consecutive years have elapsed without a purchase order being placed which utilizes the applicable tooling. Seller and/or its suppliers shall not be responsible for any loss or damage to such property while in their possession.
8. **Warranty**
- A. Seller represents and warrants to Buyer as follows: (1) that the Product will be free from defects in workmanship at the time of delivery; and (2) Seller will convey good title to the Products, free from any lawful third party security interest, lien or encumbrance. **These are the exclusive warranties provided by Seller, and Seller disclaims any and all other warranties, expressed or implied, including, but not limited to, any implied warranty of merchantability and fitness for a particular purpose.**
  - B. These warranties will survive any inspection, delivery acceptance, or payment by Buyer for a period of one (1) year. Seller makes no warranty concerning: (1) the design and/or application of the Products; and (2) the performance, suitability or material and workmanship of the Products. Payment for Products will not waive breaches of the warranty provided by Seller.
9. **Limitation Of Remedy**
- A. Seller liability arising from or in any way connected with the item sold or this contract shall be exclusively to repair or replacement of the item sold or refund of the purchase price paid by the customer at Seller's sole option.
  - B. In no event shall Seller be liable for any incidental, consequential or special damages of any kind or nature whatsoever, including but not limited to lost profits arising from or in any way

connected with this agreement or items sold hereunder, whether alleged to arise from breach of contract, express or implied warranty, or in tort, including without limitation, negligence, failure to warn or strict liability.

10. **Indemnification.** Buyer at its expense will indemnify and hold Seller harmless with respect to every claim, demand, suit, litigation, cost and expense (including reimbursement of Seller's reasonable attorneys' fees) that may be brought against or incurred by Seller: (A) for any alleged infringement by Buyer of any present or future patent, copyright, industrial design right or other proprietary right; (B) based on Buyer's activity under an Order or the acts or omissions of Buyer; (C) arising from the use by Buyer of the Products (i) alone, (ii) in combination by reason of their content, design or structure, or (iii) in combination in accordance with Buyer's recommendations or instructions; or (D) for any alleged violation of applicable State or Federal laws and regulations relating to the use of the Products. Buyer will investigate and defend or otherwise handle every such claim, and at Seller's request, assist Seller in Seller's investigation, defense, or handling of any such claim. Buyer will pay all expenses and damages or settlement amounts that Seller may sustain by reason of each such indemnified claim. Buyer's obligations will apply even though Seller furnishes all or any portion of the design and specifies all or any portion of the processing used by Buyer.
11. **Limitation on Assignment.** Buyer may not assign its rights or obligations under this agreement without the prior written consent of Seller.
12. **Force Majeure.** Seller does not assume the risk and is not liable for delay or failure to perform any of Seller's obligations by reason of events or circumstances beyond its reasonable control (hereinafter "Events of Force Majeure"). Events of Force Majeure shall include without limitation: accidents, strikes or labor disputes, acts of any government or government agency, acts of nature, delays or failures in delivery from carriers or suppliers, shortages of materials, or any other cause beyond Seller's reasonable control.
13. **Waiver and Severability.** Failure to enforce any provision of this agreement will not invalidate that provision; nor will any such failure prejudice Seller's right to enforce that provision in the future. Invalidity of any provision of this agreement by legislation or other rule of law shall not invalidate any other provision herein. The remaining provisions of this agreement will remain in full force and effect.
14. **Governing Law.** This agreement and the sale and delivery of all Products are deemed to have taken place in, and shall be governed and construed in accordance with, the laws of the State of Indiana, as applicable to contracts executed and wholly performed therein and without regard to conflicts of laws principles. Buyer irrevocably agrees and consents to the exclusive jurisdiction and venue of the courts of Allen County, Indiana with respect to any dispute, controversy or claim arising out of or relating to this agreement.
15. **Modification of Terms.** This contract constitutes the entire agreement between Seller and Buyer and the complete Standard Terms and Conditions of Sale which may be modified between parties in writing only. Seller reserves the right, with or without prior notification, to modify its standard Terms & Conditions of Sale at any time. The most recent Terms & Conditions may be requested by calling **260-436-7805**, emailing **info@ProSealPlastics.com**, visiting ProSealPlastics.com or via snail mail at Pro Seal & Plastics, LLC, Attn: Terms & Conditions Request, 3702 Vanguard Drive, Fort Wayne, IN 46809.