

TERMS AND CONDITIONS

1. PRODUCTS LIABILITY GUARANTY. The Buyer shall have the right to inspect the goods before accepting them. Dot is not the manufacturer of any goods sold hereunder. Dot warrants to the Buyer that it has good title to goods sold by it; that such goods will conform to the description contained or referenced on the face of its invoice; that it has not damaged or materially changed the condition of such goods while in its possession, custody or control; that it has not adulterated, misbranded, or made goods sold by it unsafe within the meaning of the Federal Food Drug and Cosmetic Act, as amended from time to time; and that, to its knowledge, as of the date of the shipment, goods sold by Dot are not prohibited by such Act from being introduced into interstate commerce, provided, however, that Dot shall not have any liability for misbranding in case of labels designed by or furnished by the Buyer. Dot hereby assigns and transfers to its Buyer any and all express or implied warranties made by the manufacturer of such goods to Dot. Except as stated herein, Dot makes no warranty of fitness for a particular purpose, merchantability or any other type of warranty, express or implied. Dot's liability to Buyer, regardless of whether such liability arises under common law negligence, strict liability, statutory law or contractual obligation, shall extend only to bodily injury or property damage primarily caused by acts or omissions of Dot or its agents or its employees, or principally caused by its breach of this or other written contract. Dot shall not be liable for any consequential damages under any circumstances whatsoever, whether based on lost good will, lost profits, work stoppage, impairment of other goods, or otherwise, and whether arising out of breach of any express or implied warranty, breach of contract, negligence, strict liability, statutory provision, or otherwise, except only to the extent applicable law renders this exclusion of consequential damages unenforceable in personal injury cases.
2. MERGER. Dot salesmen are not authorized to make verbal warranties or promises about the quality or condition of the goods sold hereunder. Any such statements are mere puffery and are superseded and merged into the foregoing paragraph 1.
3. SEVERABILITY. If any part of this document is unenforceable, this will not make any other part unenforceable.
4. PAYMENT TERMS. The specific payment terms are stated on the invoice face. Service charges will begin accruing 30 days after due date on the amount due thereunder at the highest permissible contract rate allowed by governing law, not to exceed 1 1/2% per month. In addition, the Buyer will be obligated to pay all reasonable attorney fees and expenses incurred by Dot in connection with the collection of the invoice amount and service charges.
5. DEEMED AGREEMENT. Unless the Buyer gives Dot written notice of objections to any of the terms or conditions contained in this document within 10 days after delivery of the goods sold or carried hereunder, said party will be deemed to have agreed to all of the provisions contained herein.
6. GOVERNING LAW. This transaction shall be governed by the case and statutory laws of the State of Illinois, where Dot's principal place of business is located.
7. PERISHABLE AGRICULTURAL COMMODITIES ACT NOTICE. "THE PERISHABLE AGRICULTURAL COMMODITIES LISTED ON THIS INVOICE ARE SOLD SUBJECT TO THE STATUTORY TRUST AUTHORIZED BY SECTION 5(C) OF THE PERISHABLE AGRICULTURAL COMMODITIES ACT, 1930 (7 U.S.C. 499E(C)). THE SELLER OF THESE COMMODITIES RETAINS A TRUST CLAIM OVER THESE COMMODITIES, ALL INVENTORIES OF FOOD OR OTHER PRODUCTS DERIVED FROM THESE COMMODITIES, AND ANY RECEIVABLES OR PROCEEDS FROM THE SALE OF THESE COMMODITIES UNTIL FULL PAYMENT IS RECEIVED."