

TERMS AND CONDITIONS

The sums charged on this invoice are payable to the office of Global Transynergy LLC in Harris County, Texas. **This document shall be construed according to Texas Law.**

A FINANCE CHARGE of 1.5% per month will be made on any unpaid balance shown on our books on the 25th day of each month. This FINANCE CHARGE is computed by a percentage rate of 1.5% per month (or a minimum charge of \$1.50 on balances under \$34.00) This is an ANNUAL PERCENTAGE RATE of 18% applied to the pervious balance without deducting current payments and/or credits applied during the month. However, any finance charge is subject to applicable Usury Laws, and any excess finance charge will be reduced to conform thereto.

The charges for any services performed, or materials furnished are secured by a valid and subsisting lien in favor of Global Transynergy LLC on the applicable equipment and parts until such time as all sums enumerated above are paid in full.

Seller shall make best effort to deliver goods within the indicated delivery period and shall not be liable for any delay or failure to deliver any or all of the goods in case of delay or failure caused by labor disputes, strikes, war, riots, insurrections, civil commotion, fire, flood, accident, storm, any act of God, failure of supplies or other causes beyond the Seller's control.

Seller is not bound by any terms on Customer's order blanks which attempt to impose any conditions of variance with Seller's terms and conditions of sale which are included herein or may be stated on Seller's packages, invoices, quotations and technical data sheets. Seller's failure to object to provisions contained in the aforementioned forms shall not be deemed a waiver of such provisions of the Seller's terms and conditions which shall constitute the entire contract between the parties. Such contract supersedes any other inconsistent provisions, expressed or implied, as between representatives of the parties.

Claims for any shortages or damaged goods must be made within 10 days and positively no deductions will be allowed unless authorized by this office. No credit will be issued for goods returned without prior written authority from Global Transynergy LLC in Harris County, TEXAS.

Industrial Ready Mix Equipment Supplies