

GENERAL TERMS OF SALE

These Terms of Sale (“Terms”) shall apply to any the sale of any product by Café Valley, Inc. (“Supplier”) to the entity(ies) or person(s) listed as the recipient of the shipment, the carrier, cosignor, consignee, and responsible party for billing (jointly and severally referred to herein as “BUYER”).

1. Terms. These Terms supersede any terms and conditions in any purchase orders either previously received from BUYER, or that will be submitted hereafter by BUYER. BUYER agrees that Supplier is not bound by any other terms or conditions not expressly stated in these Terms of Sale.
2. Quantity and Purchase Orders. Supplier reserves the right to reject any and all purchase orders from BUYER. Nothing in any agreement signed by Supplier shall be construed to impose on Supplier any obligation to fill any purchase order. Supplier will only fill purchase orders if it provides a written confirmation of the purchase order and these Terms are agreed upon by BUYER. Supplier has not committed to supply any volume of product.
3. Specifications. Supplier shall produce the Products according to Supplier’s standard specifications. Supplier does not warrant that the products will comply with any specifications that are not expressly agreed upon and acknowledged by Supplier in writing. Supplier further states that it has not made any determination as to whether Supplier complies with all statutes, regulations, Executive Orders or obligations related to government contracts. Supplier does not provide any express or implied warranties for any products other than express warranties that are expressly stated in a writing signed by Supplier. Supplier shall package the Products in accordance with Supplier’s standard packaging requirements in place as of the date the order is placed
4. Termination. Supplier may terminate its relationship with BUYER with or without cause at any time.
5. Delivery. All product will be delivered F.O.B. Supplier’s dock unless the purchase order and confirmation of purchase order specify a different F.O.B. point. Risk of loss shall transfer when the product leaves Supplier’s dock. All transportation costs are the responsibility of the BUYER. In the case of brokered loads, carriers agree that shipper (Supplier) will have no liability for freight charges and carriers shall look only to the broker for payment of shipping costs and charges, regardless of whether the shipment is freight pre-paid or collect. Carriers only recourse is from cosignor, whether or not cosignor has expressly agreed to such recourse.
6. Inspection of Products. Acceptance by BUYER of the Products shall occur upon receipt. BUYER must notify Supplier of any damage, defect, non-conformance, or shortage it detects upon receipt of the Products at Supplier’s dock, in which case such Products will be replaced by Supplier without any additional charge.
7. Invoicing and Payment. Supplier will invoice BUYER for all Product picked-up. Payment shall be made by ACH to Supplier within fourteen (14) days of pick-up.
7. Jurisdiction. Any sale by Supplier shall be governed and construed in accordance with the laws of the State of Arizona. The parties hereby consent to the exclusive jurisdiction of the State and Federal courts in Arizona.
8. Disclaimers. SUPPLIER DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PRODUCTS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS OF THE PRODUCTS FOR ANY PARTICULAR PURPOSES EVEN IF SUCH PURPOSES ARE KNOWN TO SUPPLIER. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, SUPPLIER WILL NOT BE LIABLE TO ANY PERSON FOR ANY LOSS OR DAMAGE TO REVENUES, PROFITS, OTHER ECONOMIC LOSS OR GOODWILL OR OTHER SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, ARISING OUT OF THIS AGREEMENT, WHETHER RESULTING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, TORT OR ANY OTHER LEGAL THEORY, EVEN IF SUPPLIER HAS BEEN ADVISED, KNOWS OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
9. No Resale. For any product that is not individually labeled for resale, and for which Supplier has provided written authorization for resale, Buyer may not resell the product. Buyer is solely responsible for labelling product that Supplier did not individually label for resale.
10. Force Majeure. Supplier shall not be liable for failure or delay in performance caused by war, riots, insurrections, laws, proclamations, regulations, strikes, floods, fires, explosions, terrorism, acts of any government body, disease, shortages, commercial impracticality, other disturbances beyond the control or without the fault of Supplier.