



## **Copa GSE LLC – Terms and Conditions of Sale**

### **1. Acceptance of Terms**

**All sales by Copa GSE LLC (“Seller”) are subject to the following Terms and Conditions of Sale. By placing an order, the buyer (“Customer”) agrees to be bound by these terms, which supersede any terms proposed by the Customer.**

### **2. Orders**

**All orders are subject to acceptance by Seller. No order shall be binding until confirmed in writing. Any changes to orders must be agreed upon in writing by Seller.**

### **3. Prices**

**All prices are quoted in U.S. Dollars and are subject to change without notice. Prices do not include taxes, duties, shipping, or handling fees unless specifically stated.**

### **4. Payment Terms**

**Unless otherwise agreed in writing, payment terms are net 30 days from the date of invoice. Late payments may be subject to interest at 1.5% per month or the maximum rate permitted by law.**

### **5. Delivery and Risk of Loss**

**Delivery dates are estimates only. Seller shall not be liable for any delays. Risk of loss or damage passes to the Customer upon shipment from Seller’s facility or designated drop-ship origin.**

### **6. Inspection and Acceptance**

**Customer must inspect products upon delivery and notify Seller of any shortages, defects, or damages within 5 business days. Failure to notify constitutes acceptance.**

### **7. Returns**

**Returns are subject to prior written authorization by Seller and may be subject to a restocking fee of up to 25%. Returned items must be unused and in original packaging.**

### **8. Warranty**

**Seller warrants that it will pass on any applicable manufacturer warranties. Seller makes no independent warranties, express or implied, and specifically disclaims all implied warranties including merchantability and fitness for a particular purpose.**

### **COPA GSE LLC**

72 Cedar Swamp Rd, Unit B  
Glen Cove, NY 11542-4375 USA

Ph: +1 (516)500-2926 | Fax: +1(516)260-5005



**9. Limitation of Liability**

In no event shall Seller be liable for indirect, incidental, or consequential damages. Seller's total liability for any claim shall not exceed the purchase price of the goods involved.

**10. Export Compliance**

Customer agrees to comply with all applicable U.S. export control laws and regulations and shall not export or re-export any products without proper authorization.

**11. Governing Law**

These Terms shall be governed by and construed under the laws of the State of [Your State], without regard to its conflict of law principles.

**12. Entire Agreement**

These Terms and Conditions constitute the entire agreement between Seller and Customer regarding the sale of goods and supersede any prior agreements or understandings.

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