



“Stronger in the Storm”™

General Terms of Sale

1. Thank you for your business, we truly appreciate it! Please make sure payment is received by the due date indicated on your invoice. If payments are not received when due:
2. Buyer agrees to an interest charge of 1.5% per month (18% per year) annual percentage rate on the unpaid balance until paid.
 - a. Invoices not paid within five (5) days of date due – Quick Tie Products, Inc. (“QuickTie”) will send formal “Notice of Nonpayment”;
 - b. Invoices not paid within ten (10) days of date due – QuickTie will place the Buyer’s account on credit hold, and file necessary liens as security for any and all funds due us.
 - c. Invoices not paid within fifteen (15) days of date due – QuickTie will place the account with our attorneys for collection.
3. If it becomes necessary for QuickTie to retain an attorney to obtain payment, Buyer agrees to pay all cost of collection, including reasonable legal fees and all disbursements, including court cost, if necessary.
4. Ownership and title to all materials shipped by QuickTie to Buyer remain the property of the QuickTie until fully paid for.
5. The Buyer grants the QuickTie a security interest in the materials delivered to Buyer by the QuickTie, securing all amounts now or hereafter due hereunder. Buyer acknowledges that the QuickTie shall have the right to perfect this security interest by filing necessary financing statements and other perfecting documents as required by law, and hereby appoints QuickTie as its attorney in fact for such purpose, with authority to sign all such perfecting documents on behalf of Buyer.
6. All claims by the Buyer for shortages in materials shipped or for incorrect or defective materials must be made within five (5) working days from the date of receipt of material. Buyer’s sole remedy in the event of a claim for defective material shall be replacement of the said materials or reimbursement by QuickTie to Buyer of the cost thereof, at QuickTie’s sole and absolute discretion.
7. Buyer agrees to indemnify QuickTie and hold QuickTie harmless from and against, and shall defend against, any and all claims and damages of every kind for damage to or loss of property, arising out of or attributed, directly or indirectly, to the conduct, operations or performance of Buyer, its agents, affiliates or assigns.
8. Material is not returnable without a return authorization from QuickTie. Any custom or made-to-order hardware is not returnable, and no credit shall be given.
9. Buyer shall keep all materials covered in a dry, secure location, unexposed to weather elements.
10. This Agreement shall be governed by a construed in accordance with the laws of the State of Florida. Any action arising out of or related to this Agreement may be brought only in the appropriate state court in and for Duval County, Florida. The Buyer hereby irrevocably consents to the subject to the jurisdiction of the courts of the State of Florida concerning any case or controversy arising out of or related to this Agreement.
11. The foregoing terms and conditions will be deemed to have been accepted by Buyer without limitation or qualification unless written objection is received by QuickTie within five (5) working days from the date of receipt of material.