

Pro Buying Group LLC – Terms & Conditions

1. Quotation Validity

- Quotes are valid for **30 days** from the date issued unless otherwise approved in writing.
- Prices may change due to manufacturer updates or product availability.

2. Customer Responsibility

- Customers are responsible for verifying all quantities, materials, and project conditions.
- Any additional materials or adjustments needed are the **Customer's responsibility**.

3. Credit & Payment

- Purchases on credit must follow **Pro Buying Group LLC's Credit Application and Agreement**.
- Credit approval is at the discretion of Pro Buying Group LLC and may be revoked at any time.
- Late payments may incur interest or suspension of credit privileges.

4. Limitation of Liability

- Pro Buying Group LLC is **not liable for indirect, incidental, punitive, or consequential damages** arising from quotes, orders, or product use.

5. Product Warranty

- Products are sold **"as-is"**.
- Manufacturer warranties, if transferable, will be passed to the Customer upon request.

- No other warranties, express or implied, including merchantability or fitness for a particular purpose, are provided.

6. Purchase Orders

- Acceptance of a Purchase Order forms a **binding contract** governed by applicable state law.
- Sellers must deliver quality materials and equipment that meet specifications and are free from defects.
- Timely delivery is **essential**; late shipments may result in cancellation.

7. Shipping & Delivery

- Shipments must follow the specified carrier, method, and routing.
- Risk of loss in transit is with the Seller until delivery and acceptance.
- All shipments must include a **packing list, Seller name, and Pro Buying Group PO number, And Proof of delivery signed by the receiving party.**

8. Indemnification

- Customers and Sellers agree to **indemnify and hold Pro Buying Group LLC harmless** from claims, losses, or damages resulting from defective products, delays, or non-compliance with laws.

9. Legal Compliance

- All parties must comply with applicable federal, state, and local laws, including safety, employment, and product liability regulations.

10. Changes & Assignment

- No responsibilities or payments may be assigned or transferred without **written consent** from Pro Buying Group LLC.

11. Entire Agreement

- These Terms, along with Credit Agreements, Terms of Sale, and accepted Purchase Orders, form the **full agreement** between Pro Buying Group LLC and the Customer.

12. Dispute Resolution

- Disputes are governed by **applicable state law** where the contract is performed.
- Pro Buying Group LLC may require **binding arbitration** as outlined in the contract.

13. Acknowledgment

- By accepting a quote, purchase order, or credit, the Customer **agrees to all terms and conditions** stated herein.