

Standard Terms & Conditions of Sale (U.S. Domestic Sales)

Effective: 01.07.2025

I. Scope & Applicability

These Terms and Conditions apply to all sales of goods and services by Moeninghoff Corp. ("Seller") to any business entity or professional ("Buyer") within the United States. These terms supersede any conflicting terms in Buyer's purchase orders unless expressly agreed in writing by Seller.

II. Offer & Acceptance

All quotations of offers made by the Seller are non-binding. A contract is formed only upon written order confirmation by Seller. Email confirmations are considered valid written forms. Any modifications or additional terms proposed by Buyer are expressly rejected unless confirmed in writing by Seller. Buyer's purchase order or acceptance of delivery constitutes agreement to these Terms.

III. Prices & Taxes

All prices are exclusive of taxes, duties, packaging, handling, freight, and insurance. Applicable sales tax will be added unless Buyer provides a valid exemption certificate. Additional costs due to Buyer's change requests will be invoiced separately.

IV. Delivery & Risk of Loss

Delivery terms are FCA Charlotte, NC (Incoterms 2020). Delivery dates are estimates only and not guaranteed. Risk of loss passes to Buyer upon delivery to the carrier. Seller is not liable for damages due to any delays.

V. Payment Terms

Unless otherwise agreed, payment is due net 30 days from the invoice date. Late payments are subject to interest at 1.5% per month or the maximum allowed by law. Seller may suspend performance or withhold shipments if Buyer is in default or if Seller deems Buyer's financial condition unsatisfactory.

VI. Inspection & Acceptance

Buyer must inspect the goods within 10 days of receipt and notify Seller in writing of any non-conformities. Failure to do so constitutes acceptance of the goods.

VII. Retention of Title

Title to goods remains with Seller until full payment is received. Buyer agrees to maintain adequate insurance and authorizes Seller to file a UCC-1 financing statement to perfect its security interest.

VIII. Warranty

Seller warrants that goods will conform to agreed specifications for 12 months from the date of delivery. Seller's obligation is limited to repair, replacement, or refund at Seller's discretion. This warranty excludes damage due to misuse, modification, normal wear and tear, or improper installation.

DISCLAIMER: EXCEPT AS EXPRESSLY STATED, SELLER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IX. Limitation of Liability

Seller's liability is limited to the value of the goods sold. Under no circumstances shall Seller be liable for indirect, incidental, or consequential damages, including loss of profits or production downtime even if advised of the possibility of such damages. Seller's total liability shall not exceed the purchase price of the goods, giving rise to the claim.

X. Intellectual Property

All intellectual property rights in or relating to the goods remain the exclusive property of Seller. Buyer shall not reverse-engineer or reproduce the goods without prior written consent.

XI. Force Majeure

Seller shall not be liable for delays or non-performance due to causes beyond its reasonable control, including but not limited to supply chain disruptions, labor strikes, or governmental actions. In such cases, delivery times shall be extended accordingly.

XII. Governing Law & Jurisdiction

These Terms shall be governed by the laws of the State of North Carolina, excluding its conflict of law rules. The parties consent to the exclusive jurisdiction of the state and federal courts located in Charlotte, North Carolina.

XIII. Severability

If any provision is held invalid, the remaining provisions shall remain in full force and effect.

XIV. Compliance with Laws

Buyer agrees to comply with all applicable laws and regulations, including U.S. export control laws and anti-corruption laws. The goods may not be exported or re-exported in violation of U.S. law.

XV. Miscellaneous

No waiver or modification of these Terms shall be valid unless in writing and signed by both parties. If any provision is held unenforceable, the remaining provisions shall remain in full force and effect.

Moeninghoff Corp.
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