



## General Terms & Conditions

**Pricing:** All pricing is subject to change without notice. Texas Boom Company, LLC will consider requests for special pricing to meet competition in large bid scenarios.

**Terms of Sale:** Payment due upon receipt, unless otherwise specified. New customers are typically required to make payment prior to shipment of initial order.

**Transportation:** All prices are F.O.B. Houston. Cost of shipment, including any applicable taxes, tariffs, and duties, are the responsibility of the customer. Texas Boom Company will help arrange appropriate transportation.

**Warranty:** Texas Boom Company, LLC warrants that the products sold hereunder shall be free from defects in materials and workmanship. In the event any Texas Boom Company, LLC product is found to be defective in material, workmanship, or not in conformance with any express warranty for a specific purpose, Texas Boom Company, LLC only obligation and Buyer's exclusive remedy shall be to repair, replace, or refund the purchase price of said parts or products upon timely notification thereof and substantiation that the product has been stored, maintained, handled, and used in accordance with Texas Boom Company, LLC's written instructions.

**Exclusions to Warranty:** This warranty is exclusive and is in lieu of any implied warranty of merchantability, fitness for a particular purpose, or other warranty of quality.

**Limitations of Liability:** Except as provided above, Texas Boom Company, LLC shall not be liable or responsible for any loss or damage, whether direct, indirect, incidental, special or consequential, arising out of the sale, use, or misuse of Texas Boom Company, LLC products or the user's inability to use such product. The remedies set forth herein are exclusive.

All claims and inquiries should be sent to:

Texas Boom Company, LLC  
16600 Park Row Drive  
Houston, TX 77084  
(281) 441-2002  
sales@texasboom.com