the Goods" means the contract for the sale or supply of the Goods by the Company to the Customer incorporating these Terms.

2.1Deviations and omissions. The fact that the Customer has accepted the Goods shall comport with a receipt of a receipt. Unless otherwise specifically agreed in the Contract, the tolerances in quantity for each size and total quantity shall be +/- 5% of the total quantity ordered.

6.3The Company warrants that the Goods are:
(a) Free from defects in materials, design, workmanship or performance and comprise the specifications described or indicated by the Company or its appointed representatives;
(b) Used for the purpose for which it was designed or intended or for which the Company has advised it to be used;
(c) Free from any defects result from the materials, specifications or information provided by the Customer or any of its appointed representatives;
(d) Free from any defects which are not inherent defects and result from the Customer’s misuse or improper installation, operation or maintenance;
(e) Free from any defects which result from the Customer’s failure to use, maintain, repair, or replace in accordance with industry standards, guidelines, or instructions provided by the Company.

7.1The Company shall deliver the Goods at the place specified in the Contract or in any other place agreed by the Company and the Customer and shall be responsible for loading, packing and delivery of the Goods to such place.

5.1In the event of force majeure, such as an act of God, war, riot, embargoes, fire, floods, storms, explosions, destruction of machines, of factories, and production halt or any similar extraordinary circumstances, the Customer shall be entitled to terminate the Contract either immediately or after expiration of a reasonable time granted by the Company.

7.10Delivery and Payment
(a) Unless the Goods have been adequately handled or stored; or if they are misused, abused or operated on mechanical equipment improperly cleaned or not properly maintained;
(b) If the Goods are not manufactured or furnished by the Company, or by its appointed representatives;
(c) If they are not adequately handled or stored, or if they are misused, abused or operated on mechanical equipment improperly cleaned or not properly maintained;
(d) If the Goods are returned to the Company after the expiration of their warranty period.

6.3The Company warrants that the Goods are:
(a) Free from defects in materials, design, workmanship or performance and comprise the specifications described or indicated by the Company or its appointed representatives;
(b) Used for the purpose for which it was designed or intended or for which the Company has advised it to be used;
(c) Free from any defects result from the materials, specifications or information provided by the Customer or any of its appointed representatives;
(d) Free from any defects which are not inherent defects and result from the Customer’s misuse or improper installation, operation or maintenance;
(e) Free from any defects which result from the Customer’s failure to use, maintain, repair, or replace in accordance with industry standards, guidelines, or instructions provided by the Company.

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(c) Free from any defects result from the materials, specifications or information provided by the Customer or any of its appointed representatives;
(d) Free from any defects which are not inherent defects and result from the Customer’s misuse or improper installation, operation or maintenance;
(e) Free from any defects which result from the Customer’s failure to use, maintain, repair, or replace in accordance with industry standards, guidelines, or instructions provided by the Company.