Terms & Conditions

Buttenberg & MP LLC – Miami, Florida

I. Terms & Conditions – Clients/Customers (Sales)

1. Governing Law & Jurisdiction

Governed by Florida law, exclusive jurisdiction Miami-Dade courts.

2. Orders & Acceptance

All orders subject to Company's written acceptance. Company may reject or cancel orders at its sole discretion.

3. Pricing & Payment

Prices exclusive of taxes, duties, and fees. Terms: net 30 days from invoice. Late payments accrue interest at the maximum lawful rate.

4. Delivery & Risk of Loss

Delivery dates are estimates only; Company not liable for delays. Risk of loss passes to Client upon delivery to carrier or tender at Company's facility.

5. Limited Warranties & Liability

Goods sold 'AS IS,' without warranties except as expressly agreed in writing. Company's liability limited to the purchase price of goods. No liability for consequential, incidental, or punitive damages.

6. Export Control Compliance

Client responsible for compliance with U.S. Export Control laws (EAR, ITAR, OFAC). Company may suspend or cancel performance if compliance is jeopardized.

7. Indemnification

Client indemnifies and holds Company harmless from all claims, liabilities, or damages arising from Client's misuse, resale, or export of goods.

8. Returns & Cancellations

Returns only accepted with Company's prior written authorization. Cancellation fees may apply at Company's discretion.

9. Confidentiality

Client shall treat pricing, technical data, and all Company information as confidential.

10. Termination

Company may terminate agreements immediately for breach, insolvency, or export law violations.

II. Terms & Conditions – Suppliers (Purchases)

1. Governing Law & Jurisdiction

Governed by Florida law, exclusive jurisdiction Miami-Dade courts.

2. Orders & Acceptance

Only written purchase orders issued by Company are binding. Company reserves the right to cancel or modify orders at any time.

3. Delivery & Risk of Loss

Time is of the essence. Late deliveries may result in cancellation without liability. Risk of loss remains with Supplier until Company's written acceptance after inspection.

4. Warranties

Supplier warrants goods are new, merchantable, fit for intended use, and free of defects. All warranties survive inspection and acceptance.

5. Indemnification

Supplier shall indemnify and defend Company against all claims, damages, or liabilities arising from: defective goods, breach of warranty, violation of U.S. laws, or intellectual property infringement.

6. Compliance with Laws

Supplier must comply with all U.S. laws, including export control, trade, labor, and environmental regulations.

7. Inspection & Rejection

Company reserves the right to inspect and reject nonconforming goods at Supplier's expense. Rejected goods must be replaced or refunded immediately.

8. Payment Terms

Payment is conditional upon acceptance of goods. Company may set off amounts owed against Supplier's invoices.

9. Confidentiality

Supplier shall not disclose or use any confidential Company information without prior written consent.

10. Termination

Company may terminate orders immediately for breach, delay, insolvency, or legal noncompliance.