



5862 HARRISON AVE. ROCKFORD, IL 61108-8127 www.grainger.com

> SHIP TO ATTN: ATTENTION SAMPLE COMPANY 123 ADDRESS CT KINGSTON IL 60145-0000

BILL TO SAMPLE COMPANY 123 ADDRESS CT KINGSTON IL 60145-0000

# ORIGINAL INVOICE

 GRAINGER ACCOUNT NUMBER
 800001166

 INVOICE NUMBER
 9198830003

 INVOICE DATE
 12/04/2013

 DUE DATE
 01/03/2014

 AMOUNT DUE
 \$1,698.86

 PO NUMBER:
 123456

 PO RELEASE:
 333

 DEPARTMENT:
 7777777

 PROJECT/JOB:
 4444

REQUISITIONER: REQUIST NAME
CALLER: SHARON CARPENTE
CUSTOMER PHONE: 555-555-5555
ORDER NUMBER: 1188465007
INCO TERMS: FOB ORIGIN

### THANK YOU!

FEI NUMBER 36-1150280
FOR QUESTIONS ABOUT THIS INVOICE OR ACCOUNT CALL 1-800-472-4643

РО	ITEM#	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
LINE#					
50	1AJC4	IMPACT WRENCH CARE KIT,W/4Z623 MANUFACTURER # 212-TK2	9	48.70	438.30
		Delivery #6234391114 Date Shipped:12/04/2013 Carrier: UPS GROUND TEST No:of Pkgs:2 Wt: 0.990 Trk #:TRACKING123456789012			
20	1AJC4	IMPACT WRENCH CARE KIT,W/4Z623 MANUFACTURER # 212-TK2	6	48.70	292.20
30	2WZU3	COTTER PIN, 18-8,1/4X1 1/2 L,PK 50 MANUFACTURER # 03-250-1500	7	27.95	195.65
40	2YJ17	WEB SLING SHACKLE,ROUND PIN,10800 LB. MANUFACTURER # M704	8	48.65	389.20
		Delivery #6234391115 Date Shipped:12/04/2013 Carrier: UPS GROUND TEST No:of Pkgs:1 Wt: 34.090 Trk #:TRACKING234567890123			
10	2YJ17	WEB SLING SHACKLE,ROUND PIN,10800 LB. MANUFACTURER # M704	5	48.65	243.25
		Delivery #6234391116 Date Shipped:12/04/2013 Carrier: UPS GROUND TEST No:of Pkgs:5 Wt: 14.900 Trk #:TRACKING345678901234			

INVOICE SUB TOTAL 1,558.60 TAX 140.26

These items are sold for domestic consumption in the United States. If exported, purchaser assumes full responsibility for compliance with US export controls.

PAYMENT TERMS Net 30 days - PAY THIS INVOICE. NO STATEMENT SENT. PAYABLE IN U.S. DOLLARS.

AMOUNT DUE

\$1,698.86

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### PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT

BILL TO:

SAMPLE COMPANY 123 ADDRESS CT KINGSTON IL 60145-0000 UNITED STATES OF AMERICA REMIT TO: GRAINGER DEPT. 800001166 PALATINE, IL 60038-0001

8000017PP43483000370007P488P7007405P70000001000000740703PP

### **GRAINGER STANDARD TERMS AND CONDITIONS**

#### A. SALES POLICY

### Wholesale Only.

W.W. Grainger, Inc. ("Grainger") sells products for business use to customers with proper business identification, which is required from all customers prior to purchase 2. Prices.

Prices listed are wholesale, do not include freight, handling fees, taxes, and/or duties, and are subject to correction or change without notice. Market sensitive commodity products will be priced according to current market conditions. Customer should contact the local Grainger branch or check online at www.grainger.com for current pricing. Export orders may be subject to other special pricing. Grainger reserves the right to accept or reject any order. 3. Sales Tax.

Customers are responsible for payment of all applicable state and local taxes, or for providing a valid sales tax exemption certificate. When placing an order, customer shall

# indicate which products are tax exempt. 4. Payment and Credit Terms.

Grainger accepts cash, checks, money orders, Visa, MasterCard, and American Express. For customers with established Grainger credit, payment terms are net thirty (30) days from the date of shipment or pick-up. All credit extended by Grainger to customer, and the limits of such credit, is at Grainger's sole discretion, and may be reduced or revoked by Grainger at any time, for any reason. Grainger reserves the right to charge a convenience fee for late payments. Grainger further reserves the right to charge customer a late payment fee at the rate of one and one-half percent (1-1/2%) of the amount due for each month or portion thereof that the amount due remains unpaid, or such amount as may be permitted under applicable law. Anticipation and cash discounts are not allowed. Export orders are subject to special export payment terms and conditions. All payments must be made in U.S. dollars. Grainger shall have the right of set-off and deduction for any sums owed by customer to Grainger. If customer fails to make payment within thirty (30) days of shipment or pick-up, or fails to comply with Grainger's credit terms, or fails to supply adequate assurance of full performance to Grainger within a reasonable time after requested by Grainger (such time as specified in Grainger's request), Grainger may defer shipments until such payment or compliance is made, require cash in advance for any further shipments, demand immediate payment of all amounts then owed, elect to pursue collection action (including without limitation, attorneys' fees and any and all other associated costs of collection), and/or may, at its option, cancel all or any part of an unshipped order.

Customer agrees to assume responsibility for, and customer hereby unconditionally guarantees payment of, as provided herein, all purchases made by customer, its subsidiaries and affiliates. Each of customer's subsidiaries and affiliates purchasing from Grainger will be jointly and severally liable for purchases with customer, and customer is also acting as agent for such subsidiaries and affiliates.

#### 5. Credit Balance.

Customer agrees that any credit balance(s) issued by Grainger will be applied to customer's account within one (1) year of its issuance. IF CUSTOMER HAS NOT REQUESTED THE CREDIT BALANCE WITHIN ONE (1) YEAR, ANY REMAINING CREDIT BALANCE WILL BE CANCELLED, AND GRAINGER SHALL HAVE NO FURTHER LIABILITY.

## **B. FREIGHT POLICY**

Prices stated are F.O.B. origin, freight prepaid to destination specified in the order. Grainger charges a shipping and handling fee (which includes internal handling and related costs) on charges a shipping and handling fee (which includes internal handling and related costs) on each order which is applied at time of order and reflected on customer's invoice. Receipts for shipping and handling charges will not be furnished. Grainger covers shipping and handling for standard ground delivery for orders over US \$1500 before tax and freight (including any back orders). C.O.D. shipments are not permitted. Other terms and conditions may apply for other than standard delivery ("Other Freight Services"), including without limitation, expedited same day delivery, air freight, freight collect, export orders, hazardous materials, customer's carrier, shipments outside the contiguous U.S., or other special materials, customer's carrier, snipments outside the configuous 0.5., or other special handling by the carrier. Any charges incurred for Other Freight Services must be paid by customer. Fuel surcharges may be applied. Title and risk of loss pass to customer upon tender of shipment to the carrier. If the product is damaged in transit, customer's only recourse is to file a claim with the carrier.

# WARRANTY POLICY LIMITED WARRANTY.

ALL PRODUCTS SOLD ARE WARRANTED BY GRAINGER ONLY TO CUSTOMERS ALL PRODUCTS SOLD ARE WARRANTED BY GRAINGER ONLY TO CUSTOMERS FOR: (i) RESALE; OR (ii) USE IN BUSINESS, GOVERNMENT OR ORIGINAL EQUIPMENT MANUFACTURE. GRAINGER WARRANTS PRODUCTS AGAINST DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE FOR A PERIOD OF ONE (1) YEAR AFTER THE DATE OF PURCHASE FROM GRAINGER, UNLESS OTHERWISE STATED. PROVIDED THAT GRAINGER ACCEPTS THE PRODUCT FOR RETURN DURING THE LIMITED WARRANTY PERIOD, GRAINGER MAY, AT ITS OPTION: (i) REPAIR; (ii) REPLACE; OR (iii) REFUND THE AMOUNT PAID BY CUSTOMER. CUSTOMER MUST RETURN THE PRODUCT TO THE APPROPRIATE GRAINGER BRANCH OR AUTHORIZED SERVICE LOCATION, AS DESIGNATED BY GRAINGER, SHIPPING COSTS PREPAID. GRAINGER'S REPAIR, REPLACEMENT, OR REFUND OF AMOUNTS PAID BY CUSTOMER FOR THE PRODUCT, SHALL BE CUSTOMER'S SOLF AND EXCLUSIVE REMEDY. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY.

### 2. WARRANTY DISCLAIMER.

a. NO WARRANTY OR AFFIRMATION OF FACT, EXPRESS OR IMPLIED, OTHER THAN a. NO WARRANTY OR AFFIRMATION OF FACT, EXPRESS OR IMPLIED, OTHER THAN AS SET FORTH IN THE LIMITED WARRANTY STATEMENT ABOVE, IS MADE OR AUTHORIZED BY GRAINGER. GRAINGER DISCLAIMS ANY LIABILITY FOR CLAIMS ARISING OUT OF PRODUCT MISUSE, IMPROPER PRODUCT SELECTION, IMPROPER INSTALLATION, PRODUCT MODIFICATION, MISREPAIR OR MISAPPLICATION. GRAINGER EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE PRODUCTS: (i) ARE MERCHANTABLE; (ii) FIT FOR A PARTICULAR PURPOSE; OR (iii) DO NOT AND WILL NOT INFRINGE UPON OTHER'S INTELLECTUAL PROPERTY RIGHTS. b. GRAINGER MAKES NO WARRANTIES TO THOSE DEFINED AS CONSUMERS IN THE MAGNUSON-MOSS WARRANTY-FEDERAL TRADE COMMISSION IMPROVEMENT

3. LIMITATION OF LIABILITY.
GRAINGER EXPRESSLY DISCLAIMS ANY LIABILITY FOR CONSEQUENTIAL,
INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES. GRAINGER'S
LIABILITY IN ALL CIRCUMSTANCES IS LIMITED TO, AND SHALL NOT EXCEED, THE PURCHASE PRICE PAID FOR THE PRODUCT THAT GIVES RISE TO ANY LIABILITY.

#### 4. Warranty Product Return.

Before returning any product, customer shall: (i) write or call the local Grainger branch from which the product was purchased; (ii) in the case of an internet order, contact www.grainger.com and provide the date, the original invoice number, the stock number, and a description of the defect; or (iii) call Customer Care at 1-888-361-8649, and provide the date, the original invoice number, the stock number, and a description of the defect. Proof of purchase is required in all cases

#### 5. Manufacturer's Warrranty.

For information on a specific manufacturer's warranty, please contact the local Grainger branch or call Customer Care at 1-888-361-8649.

#### 6. Product Compliance and Suitabilty.

Jurisdictions have varying laws, codes and regulations governing construction, installation, and/or use of products for a particular purpose. Certain products may not be available for sale in all areas. Grainger does not guarantee compliance or suitability of the products it sells with any laws, codes or regulations, nor does Grainger accept responsibility for construction, installation and/or use of a product. It is customer's responsibility to review the product application and all applicable laws, codes and regulations for each relevant jurisdiction to be sure that the construction, installation, and/or use involving the products are compliant.

#### D. PRODUCT INFORMATION

#### Catalog/Website Information.

Grainger reserves the right to correct publishing errors in its catalogs or any of its websites. Product depictions in the catalog or websites are for illustrative purposes only. Possession of, or access to, any Grainger catalog, literature or websites does not constitute the right to purchase products.

#### 2. Product Substitution.

Products and/or country of origin may be substituted and may not be identical to descriptions and/or images in the catalog or on the website.

3. Occupational Safety and Health Administration ("OSHA") Hazardous

# Substance.

Substance.

Material Safety Data Sheets ("MSDS") for OSHA defined hazardous substances are prepared and supplied by the manufacturers. GRAINGER MAKES NO WARRANTIES AND EXPRESSLY DISCLAIMS ALL LIABILITY TO ANY CUSTOMER OR USER WITH RESPECT TO THE ACCURACY OF THE INFORMATION OR THE SUITABILITY OF THE RECOMMENDATIONS IN ANY MSDS. CUSTOMER IS SOLELY RESPONSIBLE FOR ANY RELIANCE ON OR USE OF ANY INFORMATION, AND FOR USE OR APPLICATION

OF ANY PRODUCT.

4. MSDS and Proposition 65 Product Requests.

MSDS and a list of Proposition 65 products are available: (i) at the local Grainger branch; (ii) by contacting Grainger, Dept. B1,L57, Attn: Environmental Health and Safety Dept., 100 Grainger Parkway, Lake Forest, IL 60045-5201 U.S.; (iii) by calling Grainger's MSDS Request Line at 1-877-286-9860; or (iv) by logging on to www.grainger.com and clicking on the "Resources" tab at the top of the page.

5. Important Notice to Federal Customers Re: Country Of Origin.

While all products listed on GSA Advantage!® meet the requirements of the Trade Agreements Act ("TAA"), as implemented by Federal Acquisition Regulations Part 25, other products sold by Grainger may not meet the requirements. At the time of purchase, Grainger will advise customers with proper identification as an authorized schedule customer whether or not a product is "TAA-compliant." Any federal customer purchasing a non-TAA item will be making an "open market" purchase that is not covered by any contract. Federal customers are advised that the open market purchases are NOT GSA schedule purchases. By purchasing any product on the open market, the customer represents that it has authority to make such purchase and has complied with all applicable procurement regulations.

6. ARRA Orders.

It is the customer's responsibility to advise Grainger whether this order is funded in any part by funds from or related to the American Reinvestment and Recovery Act ("ARRA") (Pub. L. No. 111-5) (i.e., Stimulus Funds). Upon request, Grainger will provide country of origin information so that customer may determine compliance with any applicable requirements under ARRA Section 1605 or any other applicable regulations.

#### **GENERAL TERMS**

## Force Majeure.

Grainger shall not be liable for any delay in, or impairment of, performance resulting in whole or in part from any force majeure event, including but not limited to acts of God, labor disruptions, acts of war, acts of terrorism (whether actual or threatened), governmental decrees or controls, insurrections, epidemics, quarantines, shortages, communication or power failures, fire, accident, explosion, inability to procure or ship product or obtain permits and licenses, inability to procure supplies or raw materials, severe weather conditions, catastrophic events, or any other circumstance or cause beyond the reasonable control of Grainger in the conduct of its business

## 2. Grainger's Performance of Services.

Customer will hold harmless and indemnify Grainger, its officers, directors, employees, agents, subcontractors or representatives from and against any and all claims, including bodily injury, death, or damage to personal property, and all other losses, liabilities, obligations, demands, actions and expenses, whether direct or indirect, known or unknown, absolute or contingent, incurred by Grainger related to the performance of services for customer (including without limitation, settlement costs, attorneys' fees, and any and all other expenses for defending any actions or threatened actions) arising out of, in whole or in part, any act or omission of customer, its employees, agents, subcontractors or representatives.

3. Cancellation.

All product order cancellations must be approved by Grainger, and may be subject to restocking fees and other charges.

#### 4. Product Return.

Product returns must be made within one (1) year from date of purchase, unless otherwise indicated. Customer should call the local Grainger branch, or go to www.grainger.com, for instructions. Returned product must be in original packaging, unused, undamaged, and in saleable condition. Proof of purchase is required in all cases.

### F. EXPORT SALES

Orders for export sales are subject to the terms conditions found at www.grainger.com and can be accessed by clicking on the "Terms of Sale" link.