



TERMS & CONDITIONS OF SALE (TEXAS GOVERNING LAW)

1. Acceptance of Terms

All sales **B&A PartsDirect LLC ("Seller")** are expressly conditioned upon Buyer's acceptance of these Terms & Conditions. Buyer's issuance of a purchase order, acceptance of goods, or payment constitutes acceptance.

2. Payment Terms

Buyer shall make payment in accordance with the payment terms agreed upon in writing between Buyer and Seller. If no payment terms have been agreed upon in writing, the payment terms stated on Seller's invoice shall apply. Seller reserves the right to suspend or cancel shipments for non-payment.

3. Late Fees & Interest

Past-due balances shall accrue interest at **1.5% per month (18% annually)** or the **maximum rate allowed under Texas law**, whichever is higher, from the due date until paid.

4. Collection Costs & Attorney's Fees

Buyer agrees to pay **all costs of collection**, including but not limited to **reasonable attorney's fees, court costs, expert fees, and enforcement costs**, incurred by Seller in collecting any unpaid amounts.

5. Title & Risk of Loss

Title and risk of loss shall pass per the applicable **FOB terms** stated on Seller's invoice or sales order.

6. Prices

All Prices are subject to change without notice.

7. No Setoff / Withholding

Buyer may not withhold payment, set off, or deduct any amounts for alleged claims, disputes, or counterclaims without Seller's prior written consent.

8. Warranty Disclaimer

Except as expressly stated in writing, Seller disclaims all warranties, express or implied, including merchantability and fitness for a particular purpose.

9. Limitation of Liability

Seller's liability shall not exceed the invoice amount paid for the goods giving rise to the claim. Seller shall not be liable for consequential, incidental, or lost-profit damages.

10. Governing Law & Venue

These Terms shall be governed by the laws of the **State of Texas**, without regard to conflict-of-law rules.

Exclusive venue shall lie in **state or federal courts located in Texas**, and Buyer consents to personal jurisdiction therein.

11. Severability

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

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