

**ALMOND PRODUCTS, INC. STANDARD TERMS AND CONDITIONS OF SALE**

Effective Date: August 1, 2022

**Almond**

**Terms**

**Buyer**

**Goods**

**Services**

1. **Agreement.** Almond objects to and will not agree to any terms that are additional to or different from these Terms. Terms and conditions that  
**Order**

inconsistent with these Terms are inapplicable and shall have no force or effect. These Terms shall not be modified or waived except by expressed written agreement signed by an officer of Almond. Almond reserves the right to update these Terms, at any time, which will be effective immediately upon

2. **Price; Payment Terms.**

a.

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**Quote**

11. **Warranty.**

- a. **Services.** Almond warrants the Services to be free from defects in material or workmanship for ninety (90) days from the date of  
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within thirty (30) days of the discovery of the defect and given the opportunity to inspect such defect. If necessary, the Goods which  
have been identified as receiving defective Services shall be returned to Almond, transportation prepaid. When a defect is solely and  
directly d

19. **Severability.** If a provision of the Agreement is held to be invalid or unenforceable, the Agreement shall continue in full force and effect and shall be construed as if the invalid or unenforceable provision was omitted.
20. **Assignment.** Neither the Agreement nor any rights or benefits hereunder are assignable by Buyer without the prior written consent of Almond which shall not be unreasonably withheld. Any assignment shall be subject to the assignees agreement to be bound by the terms, conditions, and limitations of this Agreement to the same extent as and not separate from the assignor. Any assignment in violation of this provision shall be null and void.
21. **Independent Contractor.** Each party is an independent contractor and not an agent or employee of the other party. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have the authority to contract for or bind the other party in any manner whatsoever.
22. **Force Majeure.** Almond has all rights and remedies given to A