

NEW

# INDOOR 2025

available from 9|2024



# MY POT. MY STYLE.

New shape - New decors in colour gradient















FUN FIESTA



68285  
also as Easy Seller Box



COVER POTS | 824 FUN FIESTA

UPC Code	Order No.		PU	PU	Shape No.	Dia Inch	Description	Decoration	Picture	
<b>FUN FIESTA</b>										
845680012666	68198	6	-	6	824 / 13	5	Cover pot	Sea Green		
845680012673	68199	3	-	5	824 / 15	5 3/4	Cover pot	Sea Green		
845680012680	68200	6	-	6	824 / 18	6 3/4	Cover pot	Sea Green		
845680012697	68201	3	-	6	824 / 13	5	Cover pot	Sunset		
845680012703	68202	0	-	5	824 / 15	5 3/4	Cover pot	Sunset		
845680012710	68203	7	-	6	824 / 18	6 3/4	Cover pot	Sunset		
845680012727	68204	4	-	6	824 / 13	5	Cover pot	Sunrise		
845680012734	68205	1	-	5	824 / 15	5 3/4	Cover pot	Sunrise		
845680012741	68206	8	-	6	824 / 18	6 3/4	Cover pot	Sunrise		
845680012758	68207	5	-	6	824 / 13	5	Cover pot	Alaska		
845680012765	68208	2	-	5	824 / 15	5 3/4	Cover pot	Alaska		
845680012772	68209	9	-	6	824 / 18	6 3/4	Cover pot	Alaska		

**LA NATURA**  
New shape - new natural colours



Basalto

Travertino

Rosso



UPC Code	Order No.	PU	PU	Shape No.	Dia Inch	Description	Decoration	Picture
<b>LA NATURA</b>								
845680012802	68213	6	-	5	980 / 13	5	Cover pot	Basalto
845680012819	68214	3	-	5	980 / 15	6	Cover pot	Basalto
845680012826	68215	0	-	6	980 / 18	7	Cover pot	Basalto
845680012833	68216	7	-	2	980 / 21	8 1/4	Cover pot	Basalto
845680012840	68217	4	-	2	980 / 24	9 1/2	Cover pot	Basalto
845680012857	68218	1	-	1	980 / 28	11	Cover pot	Basalto
845680012864	68219	8	-	5	981 / 13	5	Cover pot	Travertino
845680012871	68220	4	-	5	981 / 15	6	Cover pot	Travertino
845680012888	68221	1	-	6	981 / 18	7	Cover pot	Travertino
845680012895	68222	8	-	2	981 / 21	8 1/4	Cover pot	Travertino
845680012901	68223	5	-	2	981 / 24	9 1/2	Cover pot	Travertino
845680012918	68224	2	-	1	981 / 28	11	Cover pot	Travertino
845680012925	68225	9	-	5	982 / 13	5	Cover pot	Rosso
845680012932	68226	6	-	5	982 / 15	6	Cover pot	Rosso
845680012949	68227	3	-	6	982 / 18	7	Cover pot	Rosso
845680012956	68228	0	-	2	982 / 21	8 1/4	Cover pot	Rosso
845680012963	68229	7	-	2	982 / 24	9 1/2	Cover pot	Rosso
845680012970	68230	3	-	1	982 / 28	11	Cover pot	Rosso

Addition to existing range






COVER POTS | 950



Espresso Cream    Vanilla Cream    Matcha Cream



UPC Code	Order No.		PU	PU	Shape No.	Dia Inch	Description	Decoration	Picture
845680011621	67998	3	-	6	950 / 11	4 1/4	Cover pot	Matcha Cream	
845680011638	67999	0	-	4	950 / 14	5 1/2	Cover pot	Matcha Cream	
845680011645	68000	2	-	3	950 / 16	6 1/4	Cover pot	Matcha Cream	
845680011652	68001	9	-	6	950 / 19	7 1/2	Cover pot	Matcha Cream	
845680069844	55726	7	-	6	950 / 11	4 1/4	Cover pot	Vanilla Cream	
845680069851	55727	4	-	4	950 / 14	5 1/2	Cover pot	Vanilla Cream	
845680069868	55728	1	-	3	950 / 16	6 1/4	Cover pot	Vanilla Cream	
845680069875	55729	8	-	6	950 / 19	7 1/2	Cover pot	Vanilla Cream	
845680069806	55722	9	-	6	950 / 11	4 1/4	Cover pot	Espresso Cream	
845680069813	55723	6	-	4	950 / 14	5 1/2	Cover pot	Espresso Cream	
845680069820	55724	3	-	3	950 / 16	6 1/4	Cover pot	Espresso Cream	
845680069837	55725	0	-	6	950 / 19	7 1/2	Cover pot	Espresso Cream	

Addition to existing range


  
scheurich


Papaya

Zabaione

Sage Green













Sage Green




Box 68287

also as Easy Seller Box



UPC Code	Order No.		PU	PU	Shape No.	Dia Inch	Description	Decoration	Picture
845680012420	68174	0	-	6	828 / 12	4 3/4	Cover pot	Sage Green	
845680012437	68175	7	-	4	828 / 14	5 1/2	Cover pot	Sage Green	
845680012444	68176	4	-	3	828 / 16	6 1/4	Cover pot	Sage Green	
845680012451	68177	1	-	6	828 / 19	7 1/2	Cover pot	Sage Green	
845680095331	63434	0	-	6	828 / 12	4 3/4	Cover pot	Papaya	
845680095348	63435	7	-	4	828 / 14	5 1/2	Cover pot	Papaya	
845680095355	63436	4	-	3	828 / 16	6 1/4	Cover pot	Papaya	
845680095362	63437	1	-	6	828 / 19	7 1/2	Cover pot	Papaya	
845680095379	63438	8	-	6	828 / 12	4 3/4	Cover pot	Zabaione	
845680095386	63439	5	-	4	828 / 14	5 1/2	Cover pot	Zabaione	
845680095393	63440	1	-	3	828 / 16	6 1/4	Cover pot	Zabaione	
845680095409	63441	8	-	6	828 / 19	7 1/2	Cover pot	Zabaione	

# New MINIS - CLASSIC MIX



80% of all miniature plants are bought as presents.  
The numerous designs of the Scheurich MINI pots offer the perfect gift for all kinds of events. Raise turnover by presenting sets of cover-pot and plant in an appealing way.



Mini Display



UPC Code	Order No.	PU	PU	Shape No.	Dia Inch	Description	Decoration	Picture
<b>CLASSIC MIX</b>								
845680013281	68498	7	92	<b>92</b>	Minidisplay			
			-	32	828 / 07	2 3/4	Cover pot	Panna
			-	32	828 / 07	2 3/4	Cover pot	Glass Grey
			-	14	828 / 07	2 3/4	Cover pot	Papaya
			-	14	828 / 07	2 3/4	Cover pot	Sage Green
845680013274	68499	4	36	<b>36</b>	Minidisplay			
			-	12	828 / 09	3 1/2	Cover pot	Panna
			-	12	828 / 09	3 1/2	Cover pot	Glass Grey
			-	6	828 / 09	3 1/2	Cover pot	Papaya
			-	6	828 / 09	3 1/2	Cover pot	Sage Green



# 828 inklusive Bewässerungs-System

828 including watering system



**BEWÄSSERN LEICHT GEMACHT**  
Watering made easy | L'arrosage facile

1. Cut the base plate. 2. Insert the watering tube. 3. Push the base plate into the pot. 4. Final assembly with plant.

**scheurich**

HOW TO



67087  
Palette|Pallet  
80x60x105



UPC Code	Order No.	PU	PU	Shape No.	Dia Inch	Description	Decoration	Picture
<b>WATERING SYSTEM</b>								
845680099261	64357 6	-	2	828 / 23 9		Cover pot	Panna inkl. Wateringsystem	
845680099278	64358 9	-	2	828 / 23 9		Cover pot	Glass Grey inkl. Wateringsystem	

**New glossy glazes - SOLIDO**  
*Addition to existing range*



COVER POTS | 900 SOLIDO



UPC Code	Order No.		PU	PU	Shape No.	Dia Inch	Description	Decoration	Picture	
<b>SOLIDO</b>										
845680012604	68192	4	-	5	900 / 13	5	Cover pot	Mystic Grey		
845680012611	68193	1	-	4	900 / 15	6	Cover pot	Mystic Grey		
845680012628	68194	8	-	6	900 / 18	7	Cover pot	Mystic Grey		
845680012635	68195	5	-	2	900 / 21	8 1/4	Cover pot	Mystic Grey		
845680012642	68196	2	-	2	900 / 24	9 1/2	Cover pot	Mystic Grey		
845680012659	68197	9	-	1	900 / 28	11	Cover pot	Mystic Grey		
845680012543	68186	3	-	5	900 / 13	5	Cover pot	Mystic Blue		
845680012550	68187	0	-	4	900 / 15	6	Cover pot	Mystic Blue		
845680012567	68188	7	-	6	900 / 18	7	Cover pot	Mystic Blue		
845680012574	68189	4	-	2	900 / 21	8 1/4	Cover pot	Mystic Blue		
845680012581	68190	0	-	2	900 / 24	9 1/2	Cover pot	Mystic Blue		
845680012598	68191	7	-	1	900 / 28	11	Cover pot	Mystic Blue		




Addition to existing serie **LAGOM**

  
scheurich



68286  
also as Easy Seller Box



UPC Code	Order No.	PU	PU	Shape No.	Dia Inch	Description	Decoration	Picture
<b>LAGOM</b>								
845680012376	68169	6	-	11	878 / 10	3 3/4	Cover pot	Opale
845680012383	68170	2	-	6	878 / 12	4 3/4	Cover pot	Opale
845680012390	68171	9	-	4	878 / 14	5 1/2	Cover pot	Opale 
845680012406	68172	6	-	3	878 / 16	6 1/4	Cover pot	Opale
845680012413	68173	3	-	6	878 / 19	7 1/4	Cover pot	Opale
845680094983	63400	5	-	11	878 / 10	3 3/4	Cover pot	Luna
845680094990	63401	2	-	6	878 / 12	4 3/4	Cover pot	Luna
845680095072	63402	9	-	4	878 / 14	5 1/2	Cover pot	Luna
845680095065	63403	6	-	3	878 / 16	6 1/4	Cover pot	Luna
845680095058	63404	3	-	6	878 / 19	7 1/4	Cover pot	Luna
845680094853	63390	9	-	11	878 / 10	3 3/4	Cover pot	Alma
845680094860	63391	6	-	6	878 / 12	4 3/4	Cover pot	Alma
845680094877	63392	3	-	4	878 / 14	5 1/2	Cover pot	Alma
845680094884	63393	0	-	3	878 / 16	6 1/4	Cover pot	Alma
845680094914	63394	7	-	6	878 / 19	7 1/4	Cover pot	Alma

**TUCANO**  
 New, paradisiacal decoration  
 in PolyPrint production process



**NEW**  
 COLOURS!



Tucano

Ebano

COVER POTS | 900 TUCANO



UPC Code	Order No.		PU	PU	Shape No.	Dia Inch	Description	Decoration	Picture
<b>SOLIDO</b>									
845680012789	68210	5	-	5	900 / 13	5	Cover pot	Tucano	
845680012796	68211	2	-	4	900 / 15	6	Cover pot	Tucano	
845680000991	64654	1	-	5	900 / 13	5	Cover pot	Ebano	
845680001004	64655	8	-	4	900 / 15	6	Cover pot	Ebano	
845680001035	64656	5	-	6	900 / 18	7	Cover pot	Ebano	
845680001042	64657	2	-	2	900 / 21	8 1/4	Cover pot	Ebano	
845680001066	64659	6	-	1	900 / 28	11	Cover pot	Ebano	

# Neue, matte Farben auf Formen 608 | 808

Ergänzung zu bereits bestehendem Sortiment


*New matt colours on shapes 608/808*

*Addition to existing range*



68283  
also as Easy Seller Box



UPC Code	Order No.		PU	PU	Shape No.	Dia Inch	Description	Decoration	Picture
845680012499	68181	8	-	8	808 / 11	4 1/4	Cover pot	Powder Rose	
845680012505	68182	5	-	6	808 / 13	5 1/4	Cover pot	Powder Rose	
845680012512	68183	2	-	4	808 / 15	6	Cover pot	Powder Rose	



**NEW**  
COLOURS!



Powder Rose

Marsala



*see our special range  
of accesories for orchids*



UPC Code	Order No.	PU	PU	Shape No.	Dia Inch	Description	Decoration	Picture	
Paletten / pallets									
845680012529	68184	9	-	6	608 / 17	5	Orchid pot	Powder Rose	
845680012536	68185	6	-	6	608 / 17	5	Orchid pot	Marsala	

**New glossy colours CORTEZA**  
*Addition to existing range*



Glass Taupe





Lychee

Alaska

68212  
*also as Easy Seller Box*



*see our special range of accesories for orchids*

UPC Code	Order No.	PU	PU	Shape No.	Dia Inch	Description	Decoration	Picture
Paletten / pallets								
845680012468	68178 8	-	6	667 / 15	5 1/4	Orchid pot	Lychee	
845680012475	68179 5	-	6	667 / 15	5 1/4	Orchid pot	Glass Taupe	
845680012482	68180 1	-	6	667 / 15	5 1/4	Orchid pot	Alaska	
EASY SELLER BOX								
	68212 9					Easy Seller Box		
	68178	24		667 / 15	5 1/4	Orchid pot	Lychee	
	68179	24		667 / 15	5 1/4	Orchid pot	Glass Taupe	
	68180	24		667 / 15	5 1/4	Orchid pot	Alaska	

## NEUE ACCESSOIRES

*New accessories*

**NEW**

### EVERYBODY'S DARLING

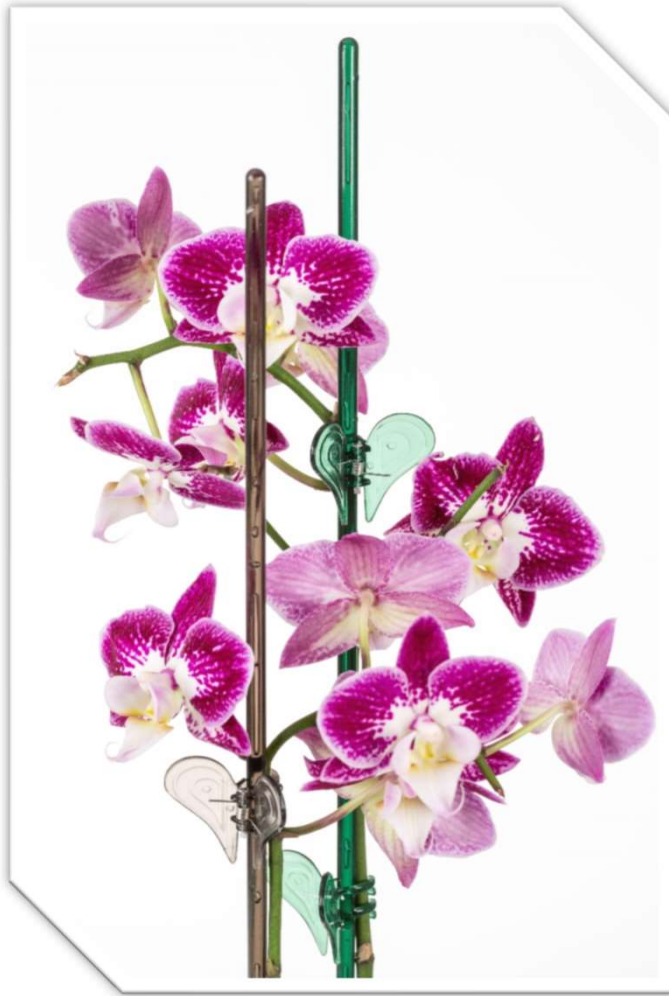
Rankhilfen und Orchideen-Clips halten die Pflanze bei voller Blüte sicher und stützen sie optimal ab. Durch unser spezielles Angebot an Accessoires für Orchideen können Sie zusätzliche Verkäufe erzielen.

*Plant sticks and orchid clips keep plants secure and give optimal balance when they reach full bloom. Our special range of accessories for orchids will increase your sales.*





7





Addition to existing orchid stick  
order no. 48195



UPC Code	Order No.	PU	PU	Shape No.	Dia Inch	Description	Decoration	Picture
<b>BASIC</b>								
845680012314	68134	4	- 50	149 / 58		Orchid stick	Clear Viridian	
845680012321	68135	1	- 50	149 / 58		Orchid stick	Clear Platin	
Scheurich USA Inc.   203 N. LaSalle Street, Suite 2550   Chicago, IL 60661   Tel.: 312 454 000   Fax: 312 669 1169   E-Mail: northamerica@scheurich-group.de   www.scheurich.com								

**NEW**  
COLOURS!



**scheurich**

**VELVET ORCHID | 152 ORCHID CLIP**



*Addition to existing orchid stick  
order no. 50181*



UPC Code	Order No.	PU	PU	Shape No.	Description	Decoration	Picture
845680012338	68136 8	-	50	152 / 06	Orchid Clip	Clear Viridian	
845680012345	68137 5	-	50	152 / 06	Orchid Clip	Clear Platin	



NEW!

CASA.



①  
328 KHAKE

②  
328 BIANCO

③  
328 CARBON

**CASA**

Timelessly beautiful colours - more valuable, matt surface!



SMART IDEAS | 328 CASA



UPC Code	Order No.	PU	PU	Shape No.	Dia Inch	Description	Decoration	Picture
<b>CASA</b>								
845680010846	67801	6	-	10 328 / 13	5 1/4	Cover pot	Khaki	
845680010853	67802	3	-	10 328 / 15	6	Cover pot	Khaki	
845680010860	67803	0	-	10 328 / 17	6 3/4	Cover pot	Khaki	
845680013205	68474	1	-	10 328 / 19	7 1/2	Cover pot	Khaki <b>NEW</b>	
845680013212	68475	8	-	10 328 / 21	8 1/4	Cover pot	Khaki	
845680010877	67804	7	-	10 328 / 13	5 1/4	Cover pot	Carbon	
845680010884	67805	4	-	10 328 / 15	6	Cover pot	Carbon	
845680010891	67806	1	-	10 328 / 17	6 3/4	Cover pot	Carbon	
845680013229	68478	9	-	10 328 / 19	7 1/2	Cover pot	Carbon <b>NEW</b>	
845680013243	68480	2	-	10 328 / 21	8 1/4	Cover pot	Carbon	
845680010907	67807	8	-	10 328 / 13	5 1/4	Cover pot	Bianco	
845680010914	67808	5	-	10 328 / 15	6	Cover pot	Bianco	
845680010921	67809	2	-	10 328 / 17	6 3/4	Cover pot	Bianco	
845680013250	68481	9	-	10 328 / 19	7 1/2	Cover pot	Bianco <b>NEW</b>	
845680013267	68482	6	-	10 328 / 21	8 1/4	Cover pot	Bianco	

**SCHEURICH USA INC.'S  
STANDARD TERMS AND CONDITIONS OF SALE**

1. General. These Terms and Conditions set forth the terms and conditions pursuant to which the purchaser ("Purchaser") will purchase and Scheurich USA Inc. ("Seller") will sell any Scheurich-brand or other products ("Products"). Additional or different terms and conditions proposed by Buyer are objected to and hereby rejected unless expressly agreed upon in writing by Seller.

2. Purchase Orders. All purchase orders of Purchaser shall, unless otherwise agreed in writing by Seller, be in writing and set forth the quantity of the Products desired, the specifications, the desired delivery date, the price of each Product, and all other relevant information necessary to effectuate shipment of the Products by Seller. Such purchase orders shall be limited and subject to acceptance of these Terms and Conditions and no additional, inconsistent or contrary terms shall become part of this agreement or any sale of Products to Purchaser unless specifically accepted in writing by Seller.

3. Acceptance/Return/Cancellation. All orders for Products shall be subject to acceptance by Seller at its place of business in the United States. Purchaser shall not return any Products which are shipped by Seller without the written consent of, and upon terms agreed to, by Seller. Purchaser may cancel orders prior to shipment, however, any cancelled order shall be subject to, and Purchaser shall pay a restocking fee of 20% of the invoice price of such canceled order(s).

4. Price. Prices shall be those in effect at the time of order entry. Prices are subject to change by Seller without notice. Seller's prices do not include sales, use, excise or similar taxes. Consequently, the amount of any present or future sales, use or other similar tax applicable to the sale or use of the Products shall be paid by Purchaser. Costs of flexo or offset printed fiberboard collapsible boxes and slotted cardboard boxes are included in the price. Seller may charge Purchaser for additional costs for individual shipping boxes, special packaging, three-wall containers and vacuum packaging as well as the costs of certain containers including those of the collapsible type. Seller may charge Buyer for additional costs to Seller due to changes in wages, material costs, or other costs pertaining to the ceramics industry.

5. Payment/Delinquency Charge. Payment terms are net sixty (60) days from the date of Seller's invoice. Seller shall grant Purchaser a 2½% discount on all orders for Products prepaid in cash. Seller reserves the right to charge interest at the rate of 1.5% per month (but not more than the maximum percentage permitted by law) on all balances not paid by Purchaser within the designated net terms. Seller may require Purchaser to make a downpayment or to provide security or adequate assurances, upon Seller's reasonable written request. If Purchaser fails to provide Seller with such requested downpayment, security, or assurance, then Seller may discontinue performance hereunder without penalty as a result thereof.

6. Delivery and Freight Charges. All delivery dates are approximate and based upon the prompt receipt of all necessary information from Purchaser. Seller is not liable to Purchaser for any delays in delivery for any reason, at any time. Time of delivery is not of the essence of any purchase order hereunder. Unless otherwise instructed, Seller will ship Products to Purchaser via a common carrier of Seller's choice or similar carrier, F.O.B. Seller's warehouse or facility, as the case may be. Seller is not liable for any carrier's mishandling of the Products. Risk of loss shall pass to Purchaser at the F.O.B. point. Seller may ship Products in partial shipments to Buyer, as reasonably determined by Seller. Such partial shipments do not constitute a breach of Seller's obligations hereunder. Notwithstanding any provision contained in these Terms and Conditions to the contrary, Seller shall not be responsible or liable for any loss or damage whatsoever, including loss of income and/or profits, incidental, special or consequential damages resulting from Seller's delayed performance in shipment or delivery of the Products for any reason whatsoever. All freight charges shall be paid by the Buyer and are part of the payment terms. The freight charges will be stated either on Seller's original invoice, or will be stated on a later invoice(s), if not known or cannot be accurately determined at the time the original invoice is issued for the Products. Purchaser shall take complete delivery of all orders no later than three (3) months after the earliest delivery date agreed upon by those parties. If Purchaser takes delivery of the Products more than three (3) months after the earliest agreed upon delivery date, then Seller may charge Purchaser, without notice, for the Products and any applicable storage costs, at Seller's expense and risk.

7. Warranty. Seller warrants that the Products sold hereunder will be free from defects in material and workmanship for a period of ninety (90) days from the date of shipment from Seller's warehouse or facility, as the case may be. SELLER'S WARRANTY HEREIN IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES OF SELLER AND THE MANUFACTURER OF THE PRODUCTS (COLLECTIVELY, "Manufacturing and Selling Parties"), WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE CREATED UNDER APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE. IN NO EVENT SHALL SELLER OR THE MANUFACTURING AND SELLING PARTIES BE LIABLE (AND PURCHASER SHALL NOT ASSERT ANY CLAIM) FOR SPECIAL, INCIDENTAL, COMPENSATORY OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS. PURCHASER'S SOLE AND EXCLUSIVE REMEDIES UNDER THIS WARRANTY SHALL BE LIMITED, AT SELLER'S EXCLUSIVE DISCRETION, TO: (1) REPLACEMENT OF ANY DEFECTIVE PRODUCTS OR PART THEREOF; OR (2) REPAIR OF ANY DEFECTIVE PRODUCTS OR PART THEREOF; OR (3) RETURN OF THE PURCHASE PRICE FOR ANY DEFECTIVE PRODUCT OR PART THEREOF. The warranty and remedy set forth above are conditioned upon the proper storage, use and maintenance of the Products and conformance with all applicable recommendations of the Manufacturing and Selling Parties with respect to the Products. No agent, employee or representative of Seller (or any distributor, dealer or sales representative of Seller) has the authority to bind Seller to any affirmation, representation or warranty concerning the Products sold hereunder, and unless such affirmation, representation or warranty is specifically included in these Terms and Conditions, it will not form a part of the basis of these Terms and Conditions and shall in no way be binding upon the Seller or enforceable by Purchaser.

8. Patent Infringement. Seller's liability for patent infringement (and the liability of the Manufacturing and Selling Parties) is limited to Seller's defense of any suit or proceeding brought against Purchaser based on a claim that the Products sold hereunder, when employed in the manner intended by Seller, constitutes an infringement of any patent of the United States. If Purchaser's use of the Products in the manner intended by Seller is finally enjoined, Seller shall, at its option, procure for Purchaser the right to continue using the Products, replace the same with non-infringing Products, modify the Products so that they become non-infringing, but equivalent to the Products sold hereunder, or refund the purchase price (less allowance for use, damage or obsolescence). Seller makes no warranty against patent infringement resulting from portions of the Products made to Purchaser's specifications or the use of Products in combination with any other Products or in the practice of any process and if a claim, suit or action against the Manufacturing or Selling Parties is based thereon, Purchaser shall defend, indemnify and save Seller and the Manufacturing and Selling Parties harmless from and against any and all claims, losses or damages arising therefrom.

9. Indemnification. Purchaser agrees to indemnify Seller for all causes of action and damages, including, but not limited to, actual, incidental, special, punitive, direct, indirect and compensatory damages, arising from or related to personal and/or property injury, death or damage as a result of Purchaser's display, sale or other use of the Products.

10. Dispute Resolution. The parties agree that all litigation arising out of this Agreement, whether related to the purchase or sale of Products and/or the relationship of the parties, must be filed in the state or federal courts located in Cook County, Illinois. The parties further agree that this Agreement and any sale of Products to Purchaser shall be deemed to have been made in and governed by the substantive laws of the State of Illinois, without regard to choice-of-law provisions. All claims for defective, missing, or incomplete Products or orders of Products must be made in writing to Seller no later than three (3) days after Purchaser's receipt of the Products (or in the sole event of a hidden defect, within three (3) days after discovery thereof). Seller's warranty, as described herein, will not apply to defective, missing, or incomplete Products or orders of Products that are not reported to Seller within said three (3)-day period.

11. Force Majeure. Seller's obligations hereunder are subject to, and Seller shall not be held responsible for, any delay or failure to make delivery of all or any part of the Products due to acts or circumstances beyond the control of Seller, including, but not limited to, labor difficulties, fires, casualties, accidents, acts of God, transportation difficulties, inability to obtain Products, materials or components or qualified labor sufficient to timely perform part or all of any obligation, or governmental regulations or actions. In the event of the occurrence of any of the foregoing, at the option of Seller, Seller shall be excused from the performance hereunder or the performance of the Seller shall be correspondingly extended. If delivery is delayed in excess of six (6) months due to any of the foregoing causes, Seller may cancel the affected purchase order in whole or in part, upon written notice to Purchaser.

12. Miscellaneous Provisions.

(a) These Terms and Conditions constitute the entire agreement between Seller and Purchaser as it relates to the purchase and sale of Products to Purchaser by Seller and the liability of the Manufacturing and Selling parties, and supersede any and all prior agreements, correspondence, quotations or understandings heretofore enforced between the parties relating to the subject matter hereof.

(b) If any term or condition or part of these Terms and Conditions is ruled invalid by a court, the remaining terms and conditions hereof shall not be affected thereby. These Terms and Conditions may be modified, canceled or rescinded only by a written agreement by both parties executed by their duly authorized agents.

(c) All rights available to Seller under the Uniform Commercial Code except as specifically limited or excluded herein (even though not specifically enumerated), are reserved to Seller as remedies available in the event of default or breach by Purchaser. Seller shall have the right to recover its attorneys' fees from Purchaser in the event that litigation is filed in defense or enforcement of these Terms and Conditions, any order(s) for Products hereunder, or resulting from the parties' relationship.

(d) Any failure by either party to enforce at any time any term or condition hereof shall not be considered a waiver of such party's right thereafter to enforce the same or any other term or condition hereof.

(e) These Terms and Conditions shall be binding upon the successors and legal representatives of Purchaser and Seller.

13. Security Interest. To secure any indebtedness due and owing from Purchaser from time to time, Purchaser hereby grants to Seller, and Seller hereby reserves unto itself, a continuing purchase money security interest in any and all Scheurich-brand Products heretofore or hereafter sold or delivered to Purchaser by Seller, and all related parts, components and accessories therefor, and all proceeds arising from the sale or other disposition of the foregoing, including, but not limited to, cash, accounts, contract rights, accounts receivable, instruments and chattel paper. Purchaser shall at no time grant any security interest in conflict with that granted to Seller herein. Purchaser shall cooperate in the preparation, signing and filing of financing statements necessary to evidence and perfect Seller's security interest as described above.



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