

### **CONDITIONS OF SALE:**

The purchaser agrees to the following provisions:

1. All goods manufactured by the company are warranted to be free from defects in materials and workmanship. The company agrees, at its option, either to replace or repair any goods which prove to be defective in materials or workmanship provided the company secures notification in writing of such defects within 10 days of their receipt.
2. No product may be returned without the company's written permission. Unless product is returned because of a defect or failure to meet specifications, the company shall be entitled to levy a re-stocking charge.
3. With respect to goods not of the sellers own manufacture, this warranty shall apply only to the extent that the seller is able to enforce a claim for liability against the manufacturer thereof.
4. Since the use of our products is beyond our control, we cannot guarantee same for any specific length of time, measure of service, or results obtained. It is incumbent upon the purchaser to make careful tests to determine the suitability of our products for the intended use and particular requirement.
5. The seller shall not be liable for consequential damages arising out of the installation or use of the said goods.
6. The seller shall not be responsible for direct or indirect loss or damage arising from delays in delivery of all or any part of the goods or for goods damaged or lost in transit.
7. Unless otherwise specified in writing, tooling/set-up charges quoted and/or invoiced by the company represent only a part of the actual cost of same and therefore do not entitle the purchaser to ownership of the tooling. The company agrees to maintain, at its expense, such tooling in good working condition. Should the purchaser want 100% ownership, the company shall be entitled to levy an additional charge and all maintenance thereon shall then become the purchaser's responsibility.