

## **CONDITION OF SALE**

### **SHIPMENT:**

Air-Draulic Engineering Co., Inc. hereafter referred to as The Seller, will use all reasonable means to make shipment within the time specified, but assumes no responsibility for loss or damage, arising from late delivery or non-fulfillment of contract by reason of or beyond its control.

### **INSTALLATION:**

Unless otherwise stated, installation services are not included in the price quoted herein. Installation prices are considered to be weekday work only, during normal business hours, unless otherwise specifically stated in the proposal.

### **FREIGHT:**

Unless otherwise stated, all Air-Draulic Engineering Co., Inc. equipment will be shipped F.O.B. our Randolph, MA plant.

### **OSHA:**

Air-Draulic Engineering Co., Inc. will sincerely endeavor to design its equipment to meet technical requirements of OSHA. However, sole authority to determine compliance, rests with the inspecting agency and responsibility for field changes of equipment to meet different interpretations are the users.

### **CHANGES AND ALTERATIONS:**

Changes and alterations in the equipment requested by The Purchaser, after this proposal becomes a contract will require renegotiations for possible changes in the contract price. Changes required due to improper location for adjoining equipment, building openings or member caused by other or from improper information on drawings furnished to The Seller by The Purchaser for layout purposes, shall be paid by The Purchaser.

### **DRAWINGS:**

All drawings, illustrations or samples prepared by Air-Draulic Engineering Co., Inc. applicable to this proposal, are to be considered as property of Air-Draulic Engineering Co., Inc. and shall be returned upon demand. These drawings or samples shall be considered as confidential and shall be used in no way, which is detrimental to the best interest of Air-Draulic Engineering Co., Inc. Where drawings are prepared by The Seller, The Purchaser will evidence his approval of same, if requested, by signing upon such drawings.

### **CANCELLATION:**

Cancellation without liability of this proposal after acceptance by The Purchaser can be made only with The Seller agreeing in writing. In the event of cancellation or suspension of manufacturing of the equipment at The Purchaser's request, The Purchaser agrees, as a cancellation charge, to reimburse The Seller promptly for all expenditures for material used or appropriated, labor and engineering service, a proportionate share of indirect manufacturing, engineering, selling, and general administration expenses incurred in connection with such manufacturing so far as it has been completed.

### **WARRANTY:**

The equipment manufactured by The Seller specified herein is guaranteed for a period of 6 months, against defects in material and workmanship. If at any time during this period, any part becomes defective and The Purchaser notified The Seller in writing of such defect, The Seller agrees at its option, to repair or replace F.O.B. of shipment. All component equipment not manufactured by The Seller, is limited to that offered by its respective manufacturer. No other warranty is given, and no affirmation of The Seller, by word or action, shall constitute a warranty.

### **LIABILITY:**

Anything in this agreement to the contrary, notwithstanding, it is agreed between The Purchaser and The Seller that, whether by breach of contract, breach of warranty, or otherwise, The Seller's liability is exclusively limited to the repair or replacing, at its option, of defective or nonconforming equipment or parts thereof, and in no event shall be liable to The Purchaser for any incidental or consequential damage as same, are defined in section 2-715 of the uniform commercial code.

### **ELECTRICAL WIRING AND PIPING:**

Unless otherwise specified, electrical wiring, conduit and necessary cutoff switches from your building circuits to the drive units or bus bar systems are not a portion of the proposal and are to be provided by others.

### **TAXES, DUTY AND PERMITS:**

Sales tax, use, excise, occupational tax or any other federal, state, or municipal tax, duty or permit fees have not been included in this proposal price, and The Purchaser hereby assumes and agrees to pay and / or reimburse The Seller for any of the above taxes, assessments, or fees arising out of this transaction.

### **CONTRACT:**

This proposal shall become effective as a contract when accepted by The Purchaser and shall not hereafter be modified except in writing similarly executed and approved. All terms of this contract are deemed to be fully set forth herein, and no agent, sales representative, or other party, is authorized to bind The Seller by agreement or warranty not herein expressed.