



## TERMS AND CONDITIONS

**WARRANTY** – The Seller warrants to the Purchaser that any equipment manufactured by it and bearing its name plate, to be free from defects in material and workmanship, under proper and normal use and service as follows: If, at any time within the warranty of the product (see individual brochures), the Purchaser notifies the Seller that, in his opinion, the equipment is defective, and returns the equipment to the Seller's originating factory prepaid, and the Seller's inspection finds the equipment to be defective in material or workmanship, the Seller will promptly correct it by either, at their option, repairing any defective part or material or replacing it free of charge and return shipped lowest cost transportation prepaid (if Purchaser requests premium transportation, Purchaser will be billed for difference in transportation costs). If inspection by the Seller does not disclose any defect in material or workmanship, the Seller's regular charges will apply. This warranty shall be effective only if use and maintenance is in accordance in with our instructions and written notice of a defect is given to the Seller within such period. This warranty is exclusive and is in lieu of any other warranties, oral or implied, specifically, without limitation, there is no warranty of merchantability or fitness for any purpose. The liability of the Seller is limited to the repair or replacement of materials or parts as set forth.

**LIMITATION OF LIABILITY** — The Seller shall not be liable for any claim or consequential or special loss or damage arising or alleged to have arisen from any delay in delivery or malfunction or failure of the equipment. The Seller's liability for any other loss or damage arising out of or connected with the manufacture or use of the equipment sold, including damage due to negligence, shall not in any event exceed the price of the equipment supplied by us.

**QUOTATIONS** — Any quotations of price or terms shall be for acceptance within 30 days. Unless otherwise indicated, prices are F.O.B. our Plant. Prices do not include sales, use, excise, or other governmental charges upon the production, shipment, or installation of the equipment covered hereby, and where applicable, such taxes or charges, current or future, shall be billed as a separate item and paid by the Purchaser.

**DELIVERY** — Any indicated delivery date is approximate, and, while the Seller shall use its best effort to make deliveries in accordance therewith, the Seller shall not be liable for any delays in delivery or damages there from. Purchaser only is responsible for conveying proper ship-to information. All charges billed Seller by freight carriers, as a result of an incorrect address furnished by the Purchaser, will be billed to the Purchaser. Unless otherwise specified, method of shipment will be selected by the Seller, at their sole discretion.

**BILL AND HOLD** — Seller reserves the right to invoice the Purchaser in accordance with a Bill and Hold arrangement if the Purchaser fails to take delivery on any scheduled Delivery Date. For each such lot of undelivered Product, Purchaser agrees that: (i) Purchaser has made a fixed commitment to purchase such Product, (ii) risk of ownership for such Product passes to the Purchaser, (iii) such Product shall be on a bill and hold basis for legitimate business purposes, (iv) if no delivery date is determined at time of billing Seller shall have the right to ship the Product to the Purchaser within three months after billing, and (v) Purchaser will be responsible for any decrease in market value of such Product that relates to factors and circumstances outside of Seller's control. Purchaser may also be invoiced for reasonable administration and storage costs at the discretion of the Seller.

**PAYMENTS AND CREDIT** — In the absence of a specific provision to the contrary, terms shall be net and paid in full before shipment is made. Payment terms of net 30 days is subject to our receipt of your purchase order and our determination of credit approval. If partial shipments are made, payments therefore shall be due as above, pro-rate. All payments shall be in legal currency of the United States. Seller's prices prevailing at the time of each shipment shall apply.

**TRANSFER OF OWNERSHIP** — American ALDES Ventilation Corporation retains full and complete legal title to, and all legal rights in the ownership of any equipment which is shipped prior to receipt of payment. Transfer of ownership to Purchaser occurs upon receipt in our office of full payment for the equipment, and all related charges incurred in shipping, handling, documentation, service charges or collection fees. Purchaser may not transfer ownership or encumber the subject equipment in any manner prior to full discharge of all debts to American ALDES Ventilation Corporation which are directly related to purchase of said equipment.



**CANCELLATION AND RETURNS** — Any order which has been accepted by the Seller may be cancelled only with the consent of the Seller, which shall be given upon Purchaser's agreement to pay the Seller reasonable cancellation charges. Seller will not accept return of any merchandise for credit unless its written consent thereto is given in advance.

**GENERAL CONDITIONS** — Minimum order amount is US\$50.00. Orders for less than US\$50.00, excluding freight or taxes, will be invoiced a "minimum order complement charge for the difference between the ordered amount and US\$50.00. All orders are subject to acceptance by Seller at its Main Office. No oral or subsequent modification to any of the foregoing general provisions or of any term or condition of any order shall be binding unless agreed to in writing by the Seller and Purchaser.