

Vogeler Manufacturing

TERMS AND CONDITIONS OF SALE

Payment

Unless otherwise noted on Seller's Invoice to Buyer's Purchase Order, payment shall be net cash 30 days after shipment from Seller to approved credit purchasers. Seller reserves the right to demand terms of payment different from those specified herein whenever it reasonably appears that the Buyer's financial condition requires such change, and may demand assurance of Buyer's ability to pay whenever it reasonably appears that such ability is in doubt. Seller may suspend production, shipment or delivery until it receives payment of all amounts, whether or not due, owing to Seller or until adequate arrangements for payments are made.

Warranty

Seller warrants all parts and assemblies are warranted to be free from defects in materials and workmanship for a period of one year from the date of shipment from the Seller's plant. The Seller reserves the right to examine all parts or assemblies claimed to be defective to determine whether they are defective in material or workmanship. All parts or assemblies which are determined to be defective in either material or workmanship may, upon express authority of the Seller, be returned to the Seller's plant prepaid and will be repaired or replaced or credit allowed at the Seller's option. In no event shall the seller be liable for consequential costs or damages. This warranty is expressly in lieu of all other warranties, expressed or implied and whether of merchantability or fitness. This warranty does not apply to parts or assemblies which have been subject to misuse, negligence or accident. Also, it does not apply if repairs, modifications or reconditioning work is undertaken without prior written approval of the Seller. The customer is required to examine all parts and assemblies immediately upon receipt of shipment and promptly notify the Seller of any defects or alleged defects of the parts and assemblies.

Returns

Returns must not be made without our written consent. Goods must be in all cases carefully handled, properly packed and shipped prepaid. Goods authorized for return are subject to a restocking charge. Restocking charges will be based upon our inspection which may include any charges for retesting, reconditioning, or repainting as required. Seller reserves the right to refuse credit for unwanted fabricated items. Goods returned for repair will be subject to our evaluation and charges will be based upon replacement of parts and labor.