

SAMMONS EQUIPMENT MFG. CORP. SHAMMI INDUSTRIES

SAMCO

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TERMS AND CONDITIONS

- 1. All prices are F.O.B. Plant, Corona, California.
- 2. All orders must be in writing and are contingent upon acceptance by Sammons Equipment Mfg. Corp. Representatives and dealers are not authorized to bind orders. Orders once processed internally by Sammons Equip. Mfg. Corp. For production schedule are non cancelable.
- 3. Payments are net 30 days for open accounts, subject to credit approval, unless otherwise noted. Sammons Equip. Mfg. Corp. Reserves the sole right to establish amount of credit offered and to change it as deemed necessary.
- 4. All applicable state, federal or municipal use or sales tax in effect now or subsequently becoming effective are to buyers account to be paid by buyer. If goods are for resale buyer must provide a certificate of exemptions.
- 5. All shipments will be subject to pricing in effect at time of shipment. Prices and specifications are subject to change without notice. Sammons Equipment Mfg. Corp. Reserves the right to discontinue product(s) or to modify design and construction and to substitute material and or equipment equal to or better than originally specified. Price list is not a substitute for detailed specifications. Please check latest prices with factory before ordering, especially if more than six months have passed since the effective date of price list shown on the cover page.
- 6. Not all items shown in catalog/price lists are produced regularly. Sammons Equipment Mfg. Corp. reserves the sole right to determine which merchandise is returnable and which is not. Therefore, merchandise may not be returned without our written consent before the return. Further limitations on the total dollar amount of such returns and a 60 day time limit from date of original shipment may also apply at the sole discretion of Sammons Equip. Mfg. Corp. All such authorized returned goods must be unused, in prime condition, in original carton and are subject to a minimum restocking and handling charge of 30% of net prices. All transportation charges are to be paid by customer. Goods being returned must be shipped "Freight Prepaid" or shipment will be refused. No returns are accepted on custom built or special or modified equipment.
- 7. Minimum net for each order whether for parts or otherwise is \$100.00 and is further subject to minimum order quantity for certain items if any specified in this price list.
- 8. First time orders must be accompanied by a certified or a cashier's check for the full amount of order, including any applicable freight unless satisfactory credit has been established and approved by Sammons Equip. Mfg. Corp.
- 9. All equipment and parts are shipped at buyer's risk. Title to goods passes to buyer on delivery of goods to the carrier by Sammons Equip. Mfg. Corp. at its plant. Any claims for damages or shortages must be filed promptly with the carrier by the buyer/consignee and any resulting reimbursement is a matter to be resolved between the carrier and the buyer. For an incomplete or damaged shipment, obtain a notation on freight bill followed by an inspection report signed by the freight carrier's agent. For a concealed damage contact the carrier and have their inspector make an inspection report.

WARRANTY

Sammons Equipment Mfg. Corp. warrants to the original purchaser only that it will at its option, repair or replace during the warranty period specified below, any defect in material or workmanship in any part or product manufactured at its plant. The warranty period is one (1) year for parts and (90) days for labor and the period starts on the date of original shipment from its plant. Repair or replacement under the warranty shall be performed, unless otherwise authorized in writing by Sammons Equip. Mfg. Corp., at its plant. Transportation charges are not included and are to buyer's account. Any changes, modifications or alterations of original equipment or parts voids the warranty.

The warranties and limitations of liability set forth herein shall be exclusive, in lieu of, and exclude all other (expressed, implied or statutory) warranties (except title) including without limitations those of merchantability, fitness of purpose, or otherwise.

Sammons Equip. Mfg. Corp. shall under no circumstances be liable for special, incidental, exemplary, or consequential damages including but not limited to, loss by reason of facility shutdown, non-operation, cost of replacement, cost of substitute equipment, facilities, or services, delays in installation of the work or completion of the project, or other such claims arising from any cause whatsoever whether or not such loss or damage is based on contract, warranty, negligence, strict liability, indemnity, or otherwise.