



# PROMATION ENGINEERING

*Precision Actuation for Industry*

## ProMation Engineering Standard Terms and Conditions of Sale and Warranty (Standard Terms)

**I) General** Until otherwise arranged, in writing, the following conditions are valid. The Seller as referred to herein is ProMation Engineering, Inc. (Seller). Buyer is the entity ordering or purchasing ProMation Products or Services (ProMation Products) offered and delivered by Seller or its designated agents. The issuance of a Sales Order for ProMation Products (Order) by Buyer shall constitute an acceptance of conditions contained herein unless otherwise agreed to in writing. The conditions herein are valid from the date of a Sales Order.

**II) Price** 1) Prices are net, FOB Brooksville, FL (Incoterms® 2010) in US currency for sales made by Seller. 2) Freight and packaging (wooden crates, pallets, etc) will be charged at cost for each shipment. 3) Seller reserves the right to make partial deliveries, which can be invoiced separately. 4) Additional items such as associated equipment, application specific field wiring diagrams, engineering fees, installation fees, and commissioning fees are not included in List Prices.

**III) Payment Terms** 1) Invoices are payable in US currency for sales made by Seller within 30 days from the date of invoice without any deductions. 2) Accounts with balances exceeding 60 days will be subject to an interest charge of 2% per month. 3) Failure to comply with Payment Terms contained herein may subject Buyer to restricted shipments or COD status.

**IV) Title and Risk** Title in and property to the goods shall not pass to the Buyer until the Seller has received payment in full.

**V) Damage/Loss in Transit** Seller assumes no liability for damage or loss of shipment. All shipments should be unpacked and examined immediately upon receipt. Any external evidence of loss or damage must be noted on the freight bill or carrier's receipt and signed by the carrier's agent at the time of delivery. Seller requires a method, such as utilizing digital photographic images, to identify and record existing or perceived damage. Failure to do so will result in the carrier's refusal to honor the claim. Buyer then should notify Seller with copy of freight bill or damage report so Seller can file claim for loss or damage in transit with the carrier. If damage does not become apparent until shipment is unpacked, customer must make a request for inspection by the carrier's agent and file with the carrier within 15 days after receipt of product and notify Seller. Seller is not liable for consequential damages resulting from the installation of damaged product.

**VI) Delivery** Seller will make every reasonable attempt to adhere to its delivery promise(s), but does not accept cancellation of contract or liability for any direct or indirect losses which may arise, for any reason whatsoever, due to Seller's failure to adhere to such promise(s).

**VII) Termination of Order** On termination of Order(s) by Buyer, Seller at the time of termination may have components on order, inventory, work in progress, etc. for remaining Products associated with the Order. Buyer will accept or reimburse Seller for completed, partially completed or other components and parts associated with the Order. Buyer will accept an itemized invoice to account for any direct or indirect costs incurred by Seller had the Order not been terminated.

**VIII) Return of Goods** 1) Goods received by the Buyer cannot be returned unless previously agreed upon with Seller. Buyer must acquire Return Material Authorization (RMA) number from Seller prior to return of the goods. At this time Buyer will also receive instructions to where product(s) will be returned. Only products returned to proper location with RMA number displayed on outside of shipment will be considered for credit. UNDER NO CIRCUMSTANCES SHALL PRODUCT BE RETURNED TO SELLER WITHOUT APPROPRIATE DOCUMENTATION AND ADHERENCE TO THE RMA PROCEDURES. 2) Only goods in original packaging can be accepted. Goods returned must be in condition for resale as new equipment to qualify for credit. Failure to properly package returned goods may void warranty. A minimum restocking fee for returned goods of 30% of invoice value will be applied at the discretion of the Seller. ProMation Engineering, Inc. 16138 Flight Path Drive Brooksville, FL 34604 Phone (352) 544-8436 Fax (352) 544-8439 www.promationei.com Terms and Warranty NA 05 22 15 3) Return material must be shipped to Seller prepaid by Buyer. Buyer is responsible for return shipping charges unless returned material is subject to section IX Warranty and all covenants therein. 4) Returns resulting from errors by the Seller will not be subject to restocking charges.

**IX) Warranty** Seller warrants to the original Buyer, all equipment of its own manufacture to be free of defects caused by faulty material or defective workmanship and will, at its option, exchange or repair, free of charge, FOB its factory, such part or parts thereof that prove defective under normal use within 18 months from date of invoice. Any warranty claim must be made within eighteen (18) months from the date of invoice and if not so made, Seller shall be under no obligation or warranty to Buyer.

**General Warranty Terms** 1) The warranty shall be null and void should the Buyer or any other persons modify or repair or otherwise alter any part or function of ProMation Products from factory set conditions and specifications. 2) Buyer intending to return goods consents to section VIII Return of Goods and the covenants therein and is required to obtain a Return Material Authorization (RMA) number from Seller. Buyer is required in all cases to complete the warranty process. 3) Repaired, replaced or exchanged product will be warranted for the Repair Warranty Period (6 months) in effect as of the date the repaired, exchanged or replaced product is shipped by Seller, or the remainder of the original warranty, whichever is longer. 4) Products found to be defective for which warranty is applicable will be replaced or repaired at Seller's discretion. Seller is not responsible for charges resulting from the removal and/or replacement of product. 5) Before removing a product from the installation, Buyer will contact an AUTHORIZED ProMation Technical Support Technician or Customer Service. 6) If deemed necessary, RMA # will be issued for return of the product by the Support Technician. 7) Carefully package the ProMation Product(s) for shipping, and clearly mark the RMA# on the outside of the package. Without the RMA# clearly marked, the package will be refused at the receiving point. Failure to properly package RMA products may void warranty. 8) ProMation Product returned without proper RMA# documentation will void the warranty contained herein. 9) Ship the product to the designated service facility as directed by ProMation Customer Service. 10) Warranty products are shipped from Seller's facility at Seller's expense to Buyer's designated delivery point via GROUND shipment. Other shipping methods are available at the expense of the recipient. 11) Warranty covers the product only, and does NOT cover labor associated with troubleshooting, removal or replacement of such product. 12) Products ordered in an attempt to circumvent the warranty process may NOT be reimbursed if, upon receipt of a returned product, it is determined that the product defect is not covered under warranty.

**X) Liability disclaimer** The liability of the Seller is defined exclusively in Section IX. Seller shall be under no obligation to Buyer except as set forth in this Section below. Any other Buyer claims toward Seller, irrespective upon which legal basis the same are made, especially those concerning ProMation Product misuse, misapplication, or contradictory specifications are excluded and expressly disclaimed. Buyers only have rights to claim for damage which occurs on ProMation Products. In particular, the Seller does not accept any liability for costs incurred for determination of the causes of damage, for expert opinions, for indirect or resulting damage (including damage resulting from faults) of any kind, such as loss of use, downtimes, loss of profit or returns, etc. The Seller does not accept any liability for damage resulting from or contributed by the Buyer or any other persons when:

1) ProMation Products are installed or used without compliance with applicable local, regional or international legal, regulatory or institutional regulations or standards; 2) ProMation Products are used without compliance with Seller specifications implied or written, product data sheets, installation and operation manuals or similar documentation; 3) ProMation Products are used by personnel who have not received suitable instruction and training; 4) ProMation Products are modified or repaired without the written approval from Seller. When requested to do so, the buyer shall immediately release Seller in full from any possible third party claims resulting in connection with the circumstances listed above. This also applies to claims in connection with product liability. ProMation Engineering, Inc. 16138 Flight Path Drive Brooksville, FL 34604 Phone (352) 544-8436 Fax (352) 544-8439 www.promationei.com Terms and Warranty NA 05 22 15

**XI) Force majeure** Neither the Seller nor the Buyer accept liability for damage of any kind if obstacles occur which they are unable to prevent in spite of all due care, irrespective of whether these occur at the site of the Seller, the Buyer or a third party. Such obstacles are, for example, epidemics, mobilization, war, uprisings, serious operational problems, accidents, labor disputes, delayed or faulty delivery of the required raw materials, semi-finished or finished goods, off-spec rejection of important work pieces, institutional measures or injunctions, natural hazards or any other circumstances which are, to a large extent, not within the scope of control of the Seller or the Buyer. However, payment may not be retained or delayed for product(s) delivered to Buyer with reference to such circumstances. In such cases, both parties shall undertake all effective measures, which can be expected of them to prevent damage, or if damage occurs, to minimize the scope of this damage as far as possible.

**XII) Non-Stock and Non-Catalog Items** Products not listed in the current ProMation Price Guide or catalogs or those requiring modification are considered to be Special Product items and subject to conditions stipulated to Buyer by Seller. Special Products may be subject, but not limited to, longer delivery times; minimum order quantities; special handling charges; cancellation charges once an order is placed; restricted return policies or restricted shipping policies.

**XIII) Proper Law and Jurisdiction** For sales made by Seller such shall in all respects be governed by U.S. laws, the laws of the State of Florida or the laws of the State of manufacture.

**XIV) Breach/Attorney's Fees** In the event Buyer fails to provide payment in full to Seller in accordance with Seller's invoicing within thirty (30) days from the date of invoice, without any deductions or should Buyer breach this agreement with respect to Terms and Conditions of Sale and Warranty in any respect, Buyer shall be responsible to reimburse Seller for any and all costs incurred as a result of Buyer's failure to provide payment or breach of this agreement to include any and all attorney's fees incurred by Seller, whether incurred prior to litigation, during litigation or on appeal.