



## 901D, LLC TERMS AND CONDITIONS OF SALES

**PRICES:** All prices are firm, fixed, unless otherwise noted

**TERMS OF PAYMENTS:** All customer orders will be invoiced upon shipment or as per other terms noted in the quote. Customer payments are due and payable within 30 days from the date of invoice unless otherwise agreed to in writing by the seller.

**SHIPMENTS:** Unless otherwise noted in the quotation, all shipments are “FOB origin”. Per the legal definition of “FOB origin”, the customer takes title and risk of loss of the merchandise at the seller’s dock and is responsible for freight and insurance. If any damage is incurred during shipment, customer is responsible for the merchandise (regardless of whether payment of the purchase price has been made) and for filing any insurance claims. Goods shipped “FOB origin” are not insured by seller. Customer is to provide seller with the method of shipment including customer referenced account number. Should the customer choose to have seller arrange for the shipment, or in the absence of specific written instructions, seller shall select the carrier, but shall not thereby assume any liability in connection with the shipment, nor shall the carrier be construed to be an agent of seller. Seller will impose a 35% handling fee (with a minimum fee of \$50 imposed) based on shipment costs on all shipments arranged by seller per buyers request or in the absence of written instructions from buyer.

**LIABILITY:** All sales made by seller are expressly contingent upon strikes, fires, accidents and causes beyond our control. Our liability from all causes is limited to the value of the goods sold.

**WARRANTY:** Seller warrants its product and each part or component thereof against all defects in material and/or workmanship and agrees to remedy any such defect at no charge provided that the defective unit is returned, transportation prepaid, to the seller’s facility. This warranty extends for a period of one (1) year from the date of shipment unless otherwise agreed to in writing by the seller. Any product which has been repaired or replaced shall be similarly warranted as to such repair or replacement for the remaining warranty period of the product as originally installed or 90 days from the date of repair or replacement, whichever expires last.

This warranty does not extend to products which have been subjected to neglect, accident or improper use, nor to units which have been altered by other than seller’s personnel. The warranty does not extend to products which are manufactured by companies other than the seller.

**RETURN OF DEFECTIVE PRODUCTS:** No products or part thereof shall be returned to seller unless the customer first obtains a Return Material Authorization number from an authorized seller’s customer service representative. This number shall be clearly labeled on all shipping containers. Containers not so labeled will not be accepted.

Products returned for “in warranty” repair and return must be shipped prepaid to seller. Products returned for warranty repair are subject to handling charges if no defects are found during seller inspection. All products returned to seller must be packaged to prevent damage during shipment. Any damage which occurs during shipment is the responsibility of the customer. Seller will return repaired products FOB origin freight prepaid. Buyer maintains title and is therefore responsible for any damage that may incur during shipment of the product. Products returned for repair, whether in or out of warranty, which have failed due to misuse or negligence or have components removed, may be repaired per sellers decision and buyer will be billed accordingly.