



## TERMS AND CONDITIONS OF SALE

### PRICE QUOTATION

Written quotations are firm for a period of 30 days unless Seller indicates on the quotation a longer period. All orders placed by the Buyer from a published price list, written quotation or verbal quotation are subject to acceptance by the Keckley Company. All delivery dates are subject to prior 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.

### PACKAGING

Unless Buyer specifies in writing, material will be packed as Seller deems necessary for proper protection. Export shipments will be subject to an additional charge for special overseas shipping. Additional charges may also be imposed if packaging instructions/specifications are other than standard.

### SHIPMENT

Routing and manner of shipment will be at Seller's discretion and may be insured at Buyer's expense, value to be stated at order price. The Seller does not accept standing general or blanket shipping instructions. Full shipping instructions must accompany each individual order. No claim for shortages will be allowed unless made in writing with (10) days of receipt of shipment. Claims for material damaged or lost in transit should be made to the carrier, as Seller's responsibility ceases on delivery to the carrier.

### DELIVERY

Delivery and shipment dates are estimated dates only, and unless otherwise specified, schedules commence with the date the Seller receives authorization to proceed with the order and order is accepted into production. In estimating such dates, no allowance has been made for delays of carriers or delays from labor difficulties, shortages, strikes or stoppages of any sort, fires, accidents, failure or delay in obtaining materials or manufacturing facilities, acts of government affecting Seller directly or indirectly, bad weather, or any cause beyond our control or causes designated Acts of God or forces majeure by any court of law, and the estimated delivery date shall be extended accordingly.

Shipping schedules and statements as to the expected date of shipment by Seller represent Seller's best estimate and shipment in accordance with such estimate is not guaranteed. Seller is not liable for any freight costs because of late delivery.

### 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 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 in all cases be 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.

### CANCELLATION

Any order or part thereof may be canceled by the purchaser upon written notice to the Seller prior to 45 days before completion. Upon receipt of a cancellation notice, all work on the order or part thereof being cancelled will be stopped as promptly and as reasonably as possible, and the purchaser will be liable for a cancellation charge. This charge is calculated on the basis of established or quoted prices for all completed items and for the full cost incurred by the Seller up to the time of work stoppage plus 15% on incomplete items. In addition, there will be supplementary costs for packing and storing those items.

### NOTE

We reserve the right to correct obvious clerical errors in quotations, invoice and other contracts.

### TERMS

Net 30 days.

### MINIMUM CHARGE

\$35.00 (Net)

### FREIGHT

All shipments are F.O.B. Skokie, IL.