

TERMS AND CONDITIONS

CURRENCY: Unless otherwise specified, prices are quoted in US funds.

WARRANTY:

The Seller warrants all equipment manufactured to be free from defects in workmanship and material when used under conditions recommended by the Seller. The Seller's obligation is limited to the repair or replacement of mechanical parts proving defective within one (1) year of delivery to the original Purchaser. Defective goods must be returned to the Seller at the Purchaser's expense for examination and the Seller reserves the sole discretion to repair or replace goods proving defective. The Seller neither assumes, nor authorizes any other persons to assume on its behalf, any liability in connection with the sale of its equipment except under the terms of this warranty. **THE WARRANTY DOES NOT COVER ANY LABOUR CHARGES FOR THE REPLACEMENT OF PARTS, ADJUSTMENT, REPAIRS, OR ANY OTHER WORK DONE.** The warranty does not cover normal wear on all parts such as extruder screws or oscillator seals. This warranty shall not apply to any apparatus which in the Seller's opinion has been subject to misuse, negligence, or pressures in excess of limits recommended by the Seller or which has been repaired or altered outside of the Seller's factory.

Warranty may be withheld at the discretion of the Seller if payments are in arrears according to the terms of the contract.

Replacement and/or repair of component parts not of the Seller's manufacture will be limited to the warranty of the manufacturers of such parts. Components specified by the Purchaser are not warranted by the Seller. Reference in the specifications and/or drawings as to speed and/or capacity of the equipment shall be deemed to refer to the designs only. Rate of performance is not warranted since it is subject to factors beyond the control of the Seller when the equipment is placed in operation. **IN PARTICULAR, THERE SHALL BE EXCLUDED THE IMPLIED WARRANTY OF MERCHANTABILITY AS WELL AS THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**

LIMITED LIABILITY

The liability of the Seller shall be limited to a correction of defects as defined in the Warranty

clause above and shall not exceed the purchase price on this order.

THE SELLER SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, or for loss of profits or injuries, damages, delays or contingent expense caused by defective material, or unsatisfactory performance, nor any expense for repairs, additions or modifications made upon its equipment without the Seller's written consent. The Seller reserves the right to make changes in equipment of its manufacture without incurring any obligation to make corresponding changes upon equipment previously manufactured or sold.

GOOD DAMAGED, SHORTAGED, ETC...

Good damaged in transit, shortages, etc., should be noted on the freight bill by the delivering carrier.

RETURNS & CANCELLATION

All machine sales are final. All spare parts returned will be subject to a 25% restocking fee if the order is cancelled unless the Seller sends the wrong or defective item. Any returns must be authorized in writing by the supplier. The Buyer is responsible for any freight, tax and duties. All claims cannot be honored after ten(10) days.

SAFETY

All safety devices are checked prior to shipment, and the Seller assumes no responsibility for accidents due to faulty maintenance of these devices, nor for improper or unsafe work practices on the part of the Purchaser.

INSTALLATION AND START UP SERVICE

Unless otherwise specified, cost of installation is not included and can be quoted upon request. The Seller will, if possible, at the expense of the Purchaser, provide a service man or engineer to supervise installation or start up the equipment and instruct in its operation and maintenance. Service of this kind must be ordered in advance in writing by the Purchaser and is subject to qualified employees being available at the time requested to be available by the Purchaser. All service charges are based on a regular 8-hour workday, including travel time. Transportation and living expenses will be paid by the Purchaser in addition to the applicable per diem service charge. A higher rate will be charged for overtime services and for work performed on weekends and holidays.