

STANDARD TERMS & CONDITIONS OF SALE

QUOTATIONS

Written quotations are submitted for acceptance within 30 days from the date of issuance, or within any other period of time as may be specified in the quotation.

Verbal quotations are invalid unless confirmed in writing.

Our recommendations will be prepared on the basis of technical data available on your product and application at time of inquiry.

The Company assumes no liability for fitness of purpose when insufficient or incorrect data has been supplied at time of inquiry.

Under certain conditions, the Company reserves the right to request a partial down payment.

All quoted prices are f.o.b. the Company's Plant, Cleveland, Ohio, unless otherwise specified in our quotation.

ORDERS

In the event that contrary language is contained in the Buyer's purchase order, confirming order, or terms and conditions of sales, each purchase and sale transaction shall be governed exclusively by the Company's Standard Terms and Conditions of Sale.

Each purchase order shall not become

binding upon the Company until it has been accepted by an Officer or the Division's Sales Manager at its headquarters located in Cleveland, Ohio.

All orders must show complete description of equipment, quantity, price, and shipping date(s) required by the Buyer.

TERMS OF PAYMENT

Terms of payment are net thirty (30) days from the date of invoice unless otherwise stated in the Company's quotation. The Company

reserves the right to make partial shipments and render invoices accordingly.

TAXES

In addition to the price of the equipment, the Buyer agrees to pay all sales, use, personal property, excise, and any other taxes which may be levied, assessed or imposed upon the sale of the equipment.

If the buyer is exempt from the payment of any specific tax which would otherwise be applicable, it shall be the responsibility of the Buyer to furnish to the Company proper exemption certificates at time of order

APPROVAL DRAWINGS

Certified installation drawings of the equipment purchased will be issued to the Buyer on request. Purchase of materials and construction of the equipment will proceed as soon as possible after the issuance of these certified drawings.

In the event the Buyer requests drawings "for approval", materials will not be purchased nor construction of the equipment begun until the Buyer returns the "for approval" drawings marked

"approved for construction".

Should the Buyer return the drawings "for approval" marked "approved-except as noted" the Company will proceed with the purchase of materials and construction of the equipment as soon as the revised drawings are completed. Increased costs due to design changes, or construction material will be for the Buyer's account.

INSTALLATION AND OPERATION

The Company will furnish the Buyer with a minimum of (2) sets of operation instructions. Additional quantities of standard operating instructions, detailed installation manuals, installation drawings, and spare parts lists may be made available at a nominal charge.

When requested the Company will make available the services of qualified personnel to

check the final installation, make final adjustments, and instruct and maintenance of the Company's equipment. The Buyer will be billed nominal amount of \$500.00 per day plus traveling and living expenses. The normal weekday charge will be increased, for service performed in excess of eight hours on weekdays, and on Saturday, Sundays, and legal holidays.



THE CLEVELAND VIBRATOR COMPANY

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WARRANTY AND DAMAGES

The Company warrants the equipment to be free from defects in material and workmanship under normal use, proper installation, and proper operating conditions. Except as to warranties of title, THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES AND SUPERCEDES ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, FROM THE COMPANY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE. The Company's liability under this limited warranty shall be limited to repairing or replacing any parts, which prove defective, at its factory in Cleveland, Ohio, if returned to the Company's said factory with shipping charges prepaid, within a period of (6) months from the date of shipment. THERE SHALL BE NO LIABILITY FOR ANTICIPATED PROFITS, NOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, DIRECT OR INDIRECT, FOR LOSS OF USE OF THE EQUIPMENT OR OF ANY INSTALLATION INTO WHICH THE EQUIPMENT MAY BE PUT UNDER THIS LIMITED WARRANTY. The Company's liability for warranty of component parts included in the equipment which the

Company has purchased as a manufactured unit from a recognized manufacturer thereof, shall be no greater than the warranty liability assumed by the supplier or manufacturer of such component parts. In no event shall the Company be liable for **CONSEQUENTIAL OR INCIDENTAL DAMAGES RESULTING DIRECTLY, OR INDIRECTLY, FROM THE FAILURE OF SUCH COMPONENT PARTS.**

It is the Company's policy that it is the responsibility of the employer-owner of the equipment, and not the Company, to comply with the provisions and regulations under the Occupational Safety & Health Act of 1970 (hereinafter OSHA) as well as any other Federal, State or Local standards which might exist as to health and safety. Therefore, IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EITHER DIRECT OR INDIRECT, ARISING OUT OF OR RESULTING FROM THE OPERATION OF EQUIPMENT SOLD BY THE COMPANY AS SUCH OPERATION PERTAINS TO OSHA OR ANY OTHER FEDERAL, STATE, OR LOCAL STANDARDS WHICH MIGHT EXIST REGARDING HEALTH AND SAFETY.

DELIVERY

The shipping dates given by the Company are approximate, and the Company will use its best efforts to meet such dates.

The Company shall not be liable for delay or non-delivery due to causes beyond its reasonable control, by tardy approval drawings, and including

but not limited to acts of God, casualty, acts of civil or military authority, labor disputes, transportation or material supply difficulties or any interruption of its facilities due to extended power failures, lack of fuel, governmental laws, ordinances, rules and regulations whether valid or invalid.

STORAGE

Equipment on which manufacture or delivery is delayed by request of the Buyer may be placed in storage by the Company either in the Company's

plant or elsewhere as may actually be agreed upon. All costs and risks for such storage will be for the Buyer's account.

TRANSPORTATION

Unless the Buyer issues specific shipping instructions, the Company will choose the method

of shipment. Claims for damages in shipment are to be made by the Buyer direct to the carrier.

RETURNS

Return of equipment or parts for credit will be permitted only after written authorization and shipping instructions have been obtained from an Officer or Division Sales Manager at the Company's headquarters in Cleveland, Ohio. All costs of

handling and all transportation charges are for the Buyer's account.

Unauthorized collect shipments will be rejected by our receiving facilities.

CANCELLATIONS

The Buyer may cancel an order only with the written approval of an Officer of the Company at its headquarters in Cleveland, Ohio. The Buyer shall pay to the Company the reasonable costs and expenses for any equipment manufactured,

work in progress, engineering, and cancellation charges which may be incurred by the Company from its suppliers and subcontractors, plus the Company's usual rate of profit for similar work.