

Terms and Conditions of Sale and Warranty

1. Acceptance of Orders

All orders must be in writing and are subject to acceptance by Precision Coils in Somerville, Tennessee (Hereafter referred to as the Seller). Orders are accepted subject to fires, accidents, Acts of God, natural disasters, and all other causes beyond our reasonable control, and are binding when our order acknowledgement is mailed or faxed. We will not be liable for any delay or for any damages suffered by the Buyer by reason of such delay.

2. Cancellation of Orders

The Buyer may modify or cancel an order upon written notice prior to the coil being 50% through the production cycle, subject to cancellation charges determined by the Seller. After the product has exceeded 50% of production or if the coil has shipped, the Buyer is liable for the full purchase price.

3. Prices and Terms of Payment

All prices quoted are in US Dollars. Prices quoted are firm for thirty days (30) from the date quoted, and are subject to stenographic error corrections plus adjustments based on the delivery requirements of the Buyer. In the event of specification changes after receipt of Buyer's order, the Seller will adjust the prices to cover said changes. **Unless other terms have been agreed upon in advance by the Seller**, payment terms are net thirty days (30) from the date of shipment. Prices do not include any local, state, Federal or foreign taxes.

4. Freight

Unless otherwise quoted, prices from this book are F.O.B. Somerville, Tennessee with freight (but not local cartage) allowed inside the continental United States (excluding Alaska and Hawaii) to the first destination on all orders. If special handling is requested on freight allowed shipment a charge will be made for the difference between such routing and standard freight costs. The Seller is not responsible for loss or damage to product while it is in transit. Buyers are advised not to accept product until a careful inspection has been completed. It is the Buyer's responsibility to document freight loss or damage immediately and file all claims with the carrier upon receipt of product. Claims for concealed damage must be reported within 10 days or the charges to repair are the responsibility of the customer.

5. Delivery

Scheduled ship dates are approximate only and the Seller assumes no liability for any claims of damage resulting from failure to meet such dates. Delivery to the initial carrier shall constitute delivery to the purchaser.

6. Shortages

No claim for shortages will be allowed unless reported to the factory within five days from receipt of material. Any shipping weights given or estimated herein are approximate, and are given for the Buyer's convenience only and are not guaranteed by the Seller.

7. Returns

Product may not be returned **unless prior written approval** is obtained from the Seller. The Seller will assume no responsibility for product returned without such approval, nor for any costs incurred herewith. Nonstandard equipment may not be returned for credit. Where returns are accepted a minimum 25% fee will be charged for handling and reconditioning expenses. Product authorized for return must be shipped freight prepaid F.O.B. Somerville, Tennessee.

8. Warranty

The Seller warrants to the original user of its manufactured product against defects in material and workmanship for a period of one year from the date of shipment, provided the equipment as been correctly installed, applied, and operated under intended design conditions. The Seller's obligation under this warranty is limited to repair or replacement, at Seller's option, of any product, which upon Seller's examination at its factory shall appear to have become defective. Correction of such defects by repair or replacement, plus return freight by lowest common carrier, shall constitute fulfillment of obligations to the Buyer. **The Seller will accept no expense, liability, or responsibility for repairs made outside the factory by others without prior written approval.** In any event and at no time shall the expenses or liabilities arising from the sale of the equipment by the Seller exceed the original net cost of the material sold. Warranty covers material only and not labor required to replace or install.

Catalog is prepared carefully but the Seller is not responsible for typographical errors or omissions.

Due to continuing product development and cost variances prices are subject to change without notice.