

# Wandfluh of America

## Conditions of Quotations and Sale

1. **ACCEPTANCE, COVERING PROVISIONS AND CANCELLATIONS.** No order for the Company's equipment or services shall be binding upon the Company until accepted in writing by an authorized official of the Company. Any such order shall be subject to these Conditions of Sale, and acceptance shall be conditioned on assent to such Conditions, which assent shall be deemed given unless purchaser shall expressly notify the Company to the contrary within five days after receipt of acknowledgment or confirmation of an order and in all events prior to any delivery or other performance of such order.

No order accepted by the Company may be altered or modified by purchaser unless agreed to in writing signed by an authorized official of the Company; and no such order may be canceled or terminated except upon payment of the Company's loss, damage and expense arising from such cancellation or termination.

No modified or other conditions will be recognized by the Company unless specially agreed to in writing and failure of the Company to object to provisions contained in any purchase order or other communication from a purchaser (including, without limitation, penalty clauses of any kind) shall not be construed as a waiver of these Conditions nor an acceptance of any such provisions.

2. **QUOTATIONS AND PRICES.** Written quotations automatically expire thirty (30) calendar days from the date issued unless sooner terminated by notice. The Company's publications are maintained as sources of general information and are not quotations or offers to sell.

All prices are subject to change without notice. In the event of a net price change, the price of equipment on order but unshipped will be the price in effect on the date of shipment. Price reductions shall apply only to unshipped portions of outstanding orders. Any addition to an outstanding order will be accepted at prices in effect when the addition is accepted.

Orders amounting to less than \$100.00 net will be billed at \$100.00.

All clerical errors are subject to correction.

3. **TAXES AND OTHER CHARGES.** Any manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or other tax, fee or charge of any nature whatsoever, imposed by any governmental authority, on or measured by any transaction between the Company and purchaser, shall be paid by purchaser in addition to the prices quoted or invoiced. In the event the Company shall be required to pay any such tax, fee or charge, purchaser shall reimburse the Company therefore; or in lieu of such payment, purchaser shall provide the Company at the time the order is submitted with an exemption certificate or other document acceptable to the authority imposing the same. Purchase orders must state the existence and amount of any such tax, fee or charge which it shall be the Company's responsibility to collect from purchaser and pay.

4. **DELIVERY.** Unless otherwise agreed in writing, delivery of equipment shall be made F.O.B. place of shipment and delivery of equipment to carrier at any of the Company's plants or such other shipping point as the Company may designate shall constitute delivery to purchaser, and, regardless of freight payment, title and all risk of loss or damage in transit shall pass to the purchaser at that time.

Great care is taken in packing the Company's equipment. The Company cannot be held responsible for breakage after having received "in good order" receipts from the transportation company. All claims for the loss and damage must be made by purchaser to the carrier, but the Company will assist insofar as practical in securing satisfactory adjustment of such claims.

Claims for shortages or other errors must be made in writing to the Company within 15 days after receipt of shipment, and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by purchaser.

Method and route of shipment will be at the discretion of the Company unless purchaser shall specify otherwise, and any additional expense of the method or route of shipment specified by purchaser shall be borne by purchaser.

The Company reserves the right to make delivery in installments, unless otherwise expressly stipulated in the contract for sale; and all such installments when separately invoiced shall be paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve purchaser of its obligations to accept remaining deliveries. The Company shall not be liable for any damages as a result of any delay due to any cause beyond the Company's

reasonable control, including, without limitation, an act of God; act of purchaser; embargo or other governmental act, regulation or request; fire;

accident; strike; slow-down; war; riot; delay in transportation; and inability to obtain necessary labor, materials or manufacturing facilities. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay.

5. **SUBSTITUTES.** The Company may furnish suitable substitutes for materials unobtainable because of priorities or regulations established by governmental authority or non-availability of materials from suppliers.
6. **TERMS OF PAYMENT.** Payment in full is due within thirty (30) days from receipt of shipment, unless otherwise stated in the form of a written quotation and offer. Payments made after thirty (30) days will automatically be assessed a finance charge of 1.5% of the net order value at the beginning of every thirty (30) day period beyond the original term.
7. **WARRANTIES.** The Company warrants equipment manufactured by it to be free from defects in materials and workmanship for a period of one (1) year from date of shipment by the Company. If within such period any such equipment shall be proved to the Company's satisfaction to be so defective, such equipment shall be repaired or replaced at the Company's option. If the Company shall elect to repair such defective equipment, it shall designate the place where repairs are to be made and it shall not be liable for repairs made at any place other than that which it has designated. The method and cost of shipping equipment to be repaired shall be agreed to in writing by the parties. This warranty shall not apply (a) to equipment not manufactured by the Company (b) to equipment which shall have been repaired or altered by others than the Company so as, in its judgment, to affect the same adversely, or (c) to equipment which shall have been subject to negligence, accident, or damage by circumstances beyond the Company's control, or to improper operation, maintenance or storage, or to other than normal use or service. With respect to equipment not manufactured by the Company, the warranty obligations of the Company shall in all respects conform and be limited to the warranty actually extended to the Company by its supplier.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of title). The Company shall not be subject to any other obligations or liabilities whatsoever with respect to equipment manufactured by the Company or services rendered by the Company.

8. **CONSEQUENTIAL DAMAGES.** Anything to the contrary herein contained notwithstanding, the Company shall not be liable for any consequential, contingent or incidental damages whatsoever.
9. **RETURN OF EQUIPMENT.** No equipment may be returned without first obtaining the Company's written permission.

Equipment returned for credit must be presented unused and in its original packaging.

Equipment accepted for credit, not involving a Company error, shall be subject to a minimum service charge of 20% of the invoice price and all transportation charges shall be prepaid by the purchaser.

Returned equipment must be securely packaged to reach the Company without damage, any cost incurred by the Company to put equipment in first class condition will be charged to the purchaser.

10. **CORRESPONDENCE.** Any questions or requests for clarification concerning these sales conditions should be directed to:

Wandfluh of America, Inc.  
909 High Street  
Mundelein, IL 60060  
Phone: 847-566-5700 Fax: 847-566-5733

