

TERMS AND CONDITIONS OF SALE

THIS TERMS AND CONDITIONS DOCUMENT CONSTITUTES THE ENTIRE CONTRACT BETWEEN OUR TWO COMPANIES, SUPERCEDING ALL PRIOR DOCUMENTS. NO AGENT, SALESMAN OR OTHER PARTY IS AUTHORIZED TO BIND M.H. RHODES/CRAMER COMPANY BY ANY AGREEMENT, WARRANTY, STATEMENT, PROMISE OR UNDERSTANDING NOT EXPRESSED IN THIS CONTRACT.

Price Policy

Orders become effective only when accepted by M.H. RHODES/CRAMER COMPANY.

Terms of Payment

Terms are thirty (30) days net from date of invoice with approved credit. Accounts over sixty (60) days will be assessed at a one and a half percent (1.5%) per month interest charge.

Warranty

M.H. RHODES/CRAMER COMPANY warrants its products against defective material or workmanship for a period of one year from date of shipment from the Factory when the product is utilized in accordance with instructions and specified ratings. This warranty covers repair or replacement at the Seller's discretion at the M.H. RHODES/CRAMER COMPANY factory only. We will not assume any expense or liability for repairs made upon our products outside the Factory without written consent. Claims for defective products must be reported to M.H. RHODES/CRAMER COMPANY within five (5) business days of receipt.

M.H. RHODES/CRAMER COMPANY will not be held responsible for any loss, inconvenience or consequential damage caused by the product. M.H. RHODES/CRAMER COMPANY will not be held responsible for damage to any apparatus caused by improper installation, operation or maintenance. This warranty is in lieu of any other warranty, obligation, or liability, expressed or implied, including any warranty of merchantability or fitness for a particular purpose.

Cancellations and Changes

No cancellation or order change will be accepted on orders in production, or scheduled for production within sixty (60) days of shipment date unless approved by M.H. RHODES/CRAMER COMPANY. For any changes or cancellations beyond sixty (60) days you are obligated for unique parts and other costs incurred by M.H. RHODES/CRAMER COMPANY.

Blanket Orders are non-cancelable. Scheduled release dates are required with purchase orders for blanket order acceptance. Buyer agrees to take delivery of total order quantity within one year of acceptance of order by M.H. Rhodes/Cramer Company. Thirty (30) days advance notice is required to change a scheduled release date.

Shipping

Domestic shipments are F.O.B. Factory. International shipments are Ex Works. Title and risk of loss shall pass to buyer upon shipment. Shipments to open accounts are prepaid and charges are added to the invoice. All other shipments are collect. Method and routes are selected by M.H. RHODES/CRAMER COMPANY, unless otherwise agreed upon.

TERMS AND CONDITIONS OF SALE (Cont'd)

Lost, Damaged, or Delayed Shipments, or Shipment Discrepancies

Special care is exercised in packing for shipment. However, we assume no responsibility for delay, breakage, or damage after shipment leaves our factory. All claims for breakage and damage should be made directly to the carrier. M.H. RHODES/CRAMER COMPANY will be glad to render all possible assistance in securing satisfactory adjustments to such claims. M.H. RHODES/CRAMER COMPANY is not liable for loss, damage, detention, or delay resulting from causes beyond our reasonable control, or our ability to obtain necessary labor, materials, or manufacturing facilities. Discrepancies in quantities and/or items received must be reported to M.H. RHODES/CRAMER COMPANY within 5 business days of receipt.

Returned Goods Policy: *Return Goods Without Authorization Will Not Be Processed*

All sales are final. Products under warranty may be returned for credit **ONLY AFTER** written permission has been given by M.H. RHODES/CRAMER COMPANY. Returned products may be subject to a twenty-five percent (25%) restocking charge. Returned products must be in as new condition. Products returned in less than as new condition, or returned without written authorization, will be returned at the customer's expense. Returned products must be sent prepaid to the Factory. RMA numbers provided by M.H. RHODES/CRAMER COMPANY are required on exterior package labeling and packing slips.

Repairs: *Return Goods Without Authorization Will Not Be Processed*

All returns for repair must be authorized by M.H. RHODES/CRAMER COMPANY **PRIOR** to the return and must be sent prepaid to the Factory accompanied by an order or letter stating the nature of the trouble as completely as possible. Individual items must each be tagged with the symptom(s) of failure. Units found to be not under warranty will be returned at the customer's expense. Units returned under warranty with no problem found may be subject to charges. RMA numbers provided by M.H. RHODES/CRAMER COMPANY are required on exterior package labeling and packing slips.

Taxes

Prices do not include federal, state or local taxes, or excise based upon production, sale or transportation of the merchandise. Taxes and excises, where applicable, will be added to the prices.

Disputes

This Agreement shall be governed by the laws of the State of Connecticut. Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.