

THERM-O-TYPE

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TERMS & POLICIES OF SALE & WARRANTY

WARRANTY PERIOD :

Mechanical and electrical parts, excluding consumable parts/wear items, are Warranted for one (1) Year from the date of delivery. Warranty period not to exceed single shift operation of eight (8) hours per day, five (5) days per week for fifty two (52) total weeks.

WARRANTY LIMITATIONS :

THERM-O-TYPE'S warranty obligation is limited to the repair or replacement (at our discretion) of any defective part.

No allowance will be granted for any repairs or alterations made by the purchaser without the company's consent, or for damage caused (in our opinion) by misuse, malicious action, operator error, neglect, improper electrical or pneumatic supply. THERM-O-TYPE reserves the right to charge for parts and service not covered by the warranty.

THERM-O-TYPE stipulates that it cannot be held liable for issues regarding substrate suitability or variations in the parts supplied.

THERM-O-TYPE stipulates that it does not warrant a client's ability to operate, adjust or maintain the equipment.

Warranty extends to original purchaser only and does not include labor or the payment of any labor charges or incidental or consequential expenses.

Requests for express shipping are at the client's expense. The standard shipping service level for Warranty parts is ground.

THERM-O-TYPE does not offer on-site Warranty service.

LIMIT RESPONSIBILITY TO SPECIFICATIONS :

THERM-O-TYPE warrants that the apparatus to be delivered shall be of the kind and quality described in the specifications and no other warranty or condition shall be implied. If any failure to comply with the specifications appears within the warranty period from date of shipment, the purchaser shall notify THERM-O-TYPE thereof immediately in writing. THERM-O-TYPE shall thereupon correct the defect by repair or replacement of the defective part or mechanism, F.O.B. Nokomis, Florida.

SPECIFICATION CHANGES ON CUSTOM EQUIPMENT :

The creation of custom equipment and/or tooling can be an evolutionary process, making it is sometimes necessary to amend the quoted specifications in order to deliver the best possible outcome. When building custom equipment and/or tooling, THERM-O-TYPE reserves the right to vary from the written specifications of the original quote when THERM-O-TYPE deems it necessary to achieve the overall goal of delivering the equipment and/or tooling.

LIABILITY :

The liability of THERM-O-TYPE arising out of the supply of said apparatus, or its' uses, shall not in any case exceed the cost of accepting it F.O.B. Nokomis, Florida for full credit. Upon expiration of said warranty period, all such liability shall terminate.

CUSTOMIZATION :

Customization of specific parts, functions, tooling, software or systems are provided at an additional charge. Unless specified within this sales agreement, THERM-O-TYPE will deliver a standardized version of the model ordered.

INSTALLATION CHARGE :

THERM-O-TYPE will furnish instructions for the use of the purchaser in installing and/or operating the apparatus. Unless otherwise specified within this quotation, if the purchaser requests THERM-O-TYPE to supply a person to supervise this work, it is on the understanding that THERM-O-TYPE will charge for such services at the company's prevailing rate per day, plus any travel expenses while absent from Nokomis, Florida.

TIME TO SHIPMENT :

Shipping dates are approximate and dates of shipment may be extended.

DELAYS BEYOND CONTROL :

THERM-O-TYPE shall not be liable for loss, damage or delay resulting from causes beyond its' control; nor because the machinery is not adapted to the particular purpose of the purchaser. Receipt of the apparatus by the purchaser upon its' delivery shall constitute a waiver of all claims for loss or damage.

SHIPPING, DOMESTIC :

Prices are quoted F.O.B. Nokomis, Florida, unless otherwise specified in the quotation.

INSURANCE & SHIPPING DAMAGES :

All shipments paid for by THERM-O-TYPE are covered by either our insurance and/or the carrier's insurance.

When shipped F.O.B. Nokomis, Florida, THERM-O-TYPE specifies that it cannot be held liable for any damages caused to our equipment while in transit.

TIME TO PROFICIENCY :

Expect and allow that it will take a period of time to reach full proficiency in the operation of any new piece of equipment. THERM-O-TYPE stipulates that it does not warrant a client's ability to operate, adjust or maintain the equipment.

SAMPLES :

Samples supplied for project assessment, tooling and testing must be of production quality, and identical internally and externally to the materials that will be used in production. Any deviation from samples may result in un-acceptable results and additional cost to the purchaser if equipment and/or tooling changes are necessary. Sufficient samples must be supplied pre-paid, to fully test the equipment prior to delivery.

DRAWINGS :

Detailed diagrams, schematics or shop working drawings are in most cases the result of years of research and experimentation and are deemed proprietary. They will not be furnished to the purchaser.

ENVIRONMENTAL CONDITIONS :

Working conditions on the customer's premises may have an effect on the proper operation of any equipment. These conditions, i.e. general housekeeping, fluctuating voltages, heat, cold, humidity, foreign materials, etc., shall be the sole responsibility of the customer and in no way shall THERM-O-TYPE be held liable for resulting damage caused by poor environmental conditions.

TERMS AS TO PAYMENT:

(a) A 15% deposit is required with all non-standard configuration equipment or tooling orders.

(b) The entire amount of the sale price for all equipment and tooling supplied under this contract, along with all charges for installation, excluding travel expenses which are billed separately, thereof shall be due and payable prior to shipment, or after receipt of a purchase order from an approved lending institution which the equipment is to be billed, unless otherwise specified within the quotation.

(c) A service charge of one and a half percent (1.5%) per month shall be made on all balances outstanding beyond thirty days.

(d) Payments on account shall be applied firstly against service charges; secondly against installation or alteration charges; and thirdly against the price of equipment sold hereunder

(e) Until the entire contract price is paid in full, the goods described in this contract shall be at the purchaser's risk and ownership thereof shall remain in the seller.

(f) Should the purchaser default on any payment under this contract, or if any attempt is made to remove the equipment from the premises herein described without the seller's consent in writing, or if the purchaser is in breach of any covenant contained herein, the entire balance under this contract shall become immediately due and payable at the option of the seller and the seller shall be at liberty without any previous notice or demand or legal process, to enter the premises wherein the said equipment is located and, subject to the provisions of The Consumer Protection Act, or any other act passed in amendment thereof, or substituted thereof, repossess, remove, carry away and resell the same and apply the proceeds on account of the contract hereunder, after deducting all costs of taking possession or costs of resale, or the seller may at his option repossess the said goods subject as aforesaid and retain as a rental charge all monies paid by the purchaser under this contract.

(g) On the removal of the said equipment by the seller under subparagraph (e) herein, the seller shall not be liable for damages in any way related to such removal.

ACCEPTANCE BY THERM-O-TYPE:

This quotation is void unless accepted within thirty (30) days from the submission date of this quotation. If this quotation is accepted by the purchaser, it shall constitute an order on the part of the purchaser, but will not become binding on the part of the company until it is approved by an executive officer of the company.

ACCEPTANCE BY CLIENT:

THERM-O-TYPE stipulates that these terms of sale shall be deemed to be valid and in force should the customer proceed with their order. Proceeding with the order shall be construed as a confirming action of this quotation and warranty agreement.

TAXES:

Any applicable taxes from any authority, federal or state/provincial shall be extra to quoted price, and will be paid by the purchaser.

CANCELLATION:

Orders based on this quotation will be accepted with the express understanding that in the event of a request to cancel or postpone any part of this order, the customer will pay the following costs :

(a) Work in process that is less than 30 days from completion will be paid for in full and shipments accepted.

(b) Any order for which raw materials have already been ordered but has yet to reach the manufactured state will be paid for on the basis of our full cost plus 15%.

(c) 100% of the retail price of all special tooling, options, accessories and/or software purchased, manufactured or developed to meet customer product requirements.

SUPREMACY OF TERMS:

THERM-O-TYPE stipulates that in all cases, these terms and conditions will supersede any and all alternate terms provided verbally by a THERM-O-TYPE representative, the purchaser, or any third-party company such as a distributor or finance company. In the event of a conflict between THERM-O-TYPE's Warranty & Terms of Sale, and any non-THERM-O-TYPE terms stipulated by the Purchaser in their Purchase Order, THERM-O-TYPE's Terms will be deemed to be supreme.

CHOICE OF LAW & VENUE

This agreement shall be construed and enforced in accordance with the laws of the State of Florida, USA, and the venue for any action, dispute or proceeding with respect to this agreement shall be Sarasota County, Florida, USA.

ACCEPTANCE OF TERMS:

I signify that I have read, understood and agree to the above stated Terms of Sale and Warranty Agreement.

Quote #:

Name: _____

Title: _____

Federal Tax ID # _____

Signature: _____ **Please sign and email to sales@thermotype.com, or fax back to: 941-485-6311**