

# THERM-O-TYPE

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## TERMS OF SALE & WARRANTY AGREEMENT - New Equipment Sales

### WARRANTY PERIOD :

Mechanical and electrical parts, excluding consumable parts and 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 THERM-O-TYPE's discretion) of any defective part.

No allowance will be granted for any repairs or alterations made by the purchaser, without THERM-O-TYPE's consent, or for damage caused (in THERM-O-TYPE's opinion) by misuse, malicious action, operator error, neglect, lack of maintenance, improper electrical or pneumatic supply, or from damages caused by environment exposure (excessive heat/cold/humidity/etc.), natural disasters, fire, arson, or civil unrest. 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 variations in the parts supplied.

THERM-O-TYPE stipulates that it cannot be held liable for issues regarding substrate suitability or the suitability of THERM-O-TYPE products to meet specific customer requirements for productivity or finished product quality. Customers are solely responsible to determine the suitability of the equipment for their intended purpose(s) and application(s).

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 including all travel related expenses.

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

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

### WARRANTY PART RETURN POLICY :

Defective parts replaced, under warranty, must be returned to THERM-O-TYPE, freight prepaid, within 30 days after receipt of the warranty part.

Customers will be charged for warranty parts, if defective parts are not returned within this period.

This important policy allows THERM-O-TYPE to submit defective parts to the original manufacturer for credit or replacement, allows defective parts to be examined to determine the type and cause of the failure, and allows component failure repairs.

If there is any question regarding the return of parts replaced under warranty, customers are obligated to contact THERM-O-TYPE for clarification prior to the expiration of the 30 day return time frame.

No credit will be provided for warranty return parts that are damaged or destroyed due to improper packaging. Special care must be taken to ensure warranty return parts are returned undamaged.

**PRODUCT KIND AND QUALITY :**

THERM-O-TYPE warrants that their products shall be of the kind and quality described in their literature and no other warranty or condition shall be implied. Kind and quality description errors caused by spelling or other inadvertent errors are not applicable. Machine specifications may be modified, without notice, based on product improvement(s) and/or redesign deemed warranted by THERM-O-TYPE. If any failure to comply with described product kind or quality appears, within the warranty period from date of delivery, 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 or customized equipment and/or tooling can be an evolutionary process, making it sometimes necessary to amend the quoted specifications in order to deliver a workable solution (in THERM-O-TYPE's opinion). When building custom or customized equipment and/or tooling, THERM-O-TYPE reserves the right to vary from specifications of the original quote when THERM-O-TYPE deems it necessary to achieve the goal of delivering functional equipment and/or tooling.

**PRODUCT LIABILITY :**

The liability of THERM-O-TYPE, arising from the sale of THERM-O-TYPE products, or their uses, shall not, in any case, or under any circumstances, exceed the cost of accepting the products F.O.B. Nokomis, Florida for full credit. Upon expiration of the warranty period, all such liability shall terminate.

**CUSTOMIZATION :**

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

**INSTALLATION CHARGE :**

THERM-O-TYPE will furnish instructions for the use of the purchaser in installing and/or operating the product(s). Unless otherwise specified within the quotation, if the purchaser requests THERM-O-TYPE to provide one or more employees to supervise this training, it is understood 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. Equipment secured by deposit must be shipped within 30 days or within a time frame approved by THERM-O-TYPE. THERM-O-TYPE reserves the right to cancel equipment orders, when customers delay shipment.

**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 machinery, parts, tooling and/or supplies 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 :**

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

THERM-O-TYPE strongly recommends that customers insure all shipments for loss or damage and that insured values are appropriate to cover potential claims.

THERM-O-TYPE accepts no liability for parts or equipment, shipped by the customer, to THERM-O-TYPE, that is lost or damaged in shipment.

Customers are solely responsible for proper packaging of equipment, parts, tooling and/or supplies returned to THERM-O-TYPE.

**TIME TO PROFICIENCY :**

Customers must 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. Customers must ensure potential operators have the necessary skills, dexterity and the capacity to understand and implement equipment set up, operation and maintenance procedures.

To achieve the successful results, when using THERM-O-TYPE equipment, customers may need to modify existing product designs, layouts, substrates and/or tooling. Proficiency in understanding and adapting to equipment capabilities and limitations is critical for success and is the sole responsibility of the customer.

**SAMPLES :**

Samples supplied for project assessment, tooling and testing must be of production quality, and must be 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. Customers must supply sufficient samples and test materials, pre-paid, to fully test the equipment prior to delivery. Samples will be returned for inspection at the customer's expense.

Due to a wide range of variables involved (substrate, operator skill, machine set up and maintenance, tooling, etc.) results achieved when running specific samples for customers do not guarantee identical results in a customer's plant.

Customers are invited and encouraged to visit the THERM-O-TYPE plant when their samples are produced so they understand the capabilities and limitation of the equipment.

**DRAWINGS :**

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

**ENVIRONMENTAL CONDITIONS :**

Working conditions in the customer's plant have a significant effect on the proper operation, reliability, durability, serviceability, output quality and productivity of equipment. These conditions, i.e. general housekeeping, lighting, 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, down time or repair expense caused by poor environmental conditions.

**TERMS AS TO PAYMENT:**

- (a) A 15% deposit is required with all standard configuration equipment or tooling orders.
- (b) The entire amount of the sale price for all equipment and tooling supplied under this agreement, 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, unless otherwise specified within the quotation.
- (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, or their authorized

representative, 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 (f) herein, the seller shall not be liable for damages in any way related to such removal.

**ACCEPTANCE BY THERM-O-TYPE:**

THERM-O-TYPE quotations are void unless accepted within thirty (30) days from the submission date of the quotation. If the 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 THERM-O-TYPE.

THERM-O-TYPE reserves the right to correct any quotation that contains errors in product descriptions, delivery/training scheduling and/or pricing. Corrected quotations will be resubmitted to customers for approval and finally acceptance of the order.

**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 agreement 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 THERM-O-TYPE's 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 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, dealer or finance company. In the event of a conflict between THERM-O-TYPE's Terms of Sale, & Warranty Agreement 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:**

The above stated Terms of Sale & Warranty Agreement are posted on the THERM-O-TYPE website ([www.thermotype.com](http://www.thermotype.com)) and quotations will direct purchasers attention to this posting.

Acceptance to quotations confirms the acceptance of THERM-O-TYPE's current Terms of Sale and Warranty Agreement.

