

TERMS AND CONDITIONS OF SALE:

FREIGHT CHARGES

All products are shipped F.O.B. shipping point. Unless otherwise specified, products will normally be shipped over land or water, best way.

GENERAL

Prices, terms & conditions, and warranty are subject to change without notice. Orders will be shipped using the prices, warranty, and terms & conditions in effect at the time the order was placed.

SPECIFICATIONS

All specifications shown are subject to normal manufacturing tolerances and acceptable handling and inspection procedures prior to and during installation and subsequent use of the product. Designs and dimensions are subject to change without notice.

CANCELLATION

An order once placed and accepted by Esmet can be cancelled only with Esmet's consent and under terms which indemnify Esmet against loss. Orders for specials or standard goods in quantities larger than normal inventory may not be cancelled.

CREDIT AND PAYMENT TERMS

Normal terms are net 30 days. Open accounts will be extended to qualified customers with an initial order of \$500.00 or more. MasterCard, Visa, C.O.D., and C.I.A. terms are available for customers not on open account and ordering less than \$500.00.

CLAIMS

Damage or loss during shipment must be reported to the freight carrier and Esmet within 15 days of receipt. Esmet will assist in replacing products and filing claims. All other discrepancies must be reported to Esmet within 15 days.

RETURNS

Returned products must have a returned material authorization (RMA) number issued by Esmet within 90 days of delivery. A 25% re-stocking charge will be made on stock items. Goods must be received in the same condition as when shipped from Esmet. Special products may not be returnable. All returns must be prepaid.

MINIMUM ORDERS

Orders less than \$100.00 will be assessed a \$25.00 handling fee.

WARRANTY

Products manufactured by Esmet, Inc. are warranted to be of good workmanship and material for a period of three years from date of delivery. This warranty applies only to products that are used as intended by the manufacturer. At Esmet's option, any product or parts claimed to be defective must be returned to Esmet. Esmet is responsible for freight charges on defective parts or products returned at Esmet's request. This warranty is limited to the replacement or repair of the products or parts but does not include labor or installation. There are no warranties expressed or implied (and specifically no warranty of fitness or merchantability). Esmet shall not be liable for any other claim or damage and shall not be liable for incidental or consequential damages.