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Terms & Conditions

EMERGENCY SHIPMENTS

The factory can provide emergency shipment service for components and most assemblies made from materials in stock. The following conditions and charges apply:

1. Most orders can be shipped within a 24 hour period. This excludes weekends, holidays and normal factory shutdown. MgO insulated thermocouples require a 48 hour period. Emergency orders for thermocouple assemblies require 5 working days.
2. Order quantities are expected to be small, less than 10 pieces per line item.
3. Orders to be shipped same day must be received by the factory by 10:00 AM CST or CDT. Same day shipment is NOT guaranteed.
4. Orders must be transmitted by telephone or FAX.
5. There is an additional charge per order over list price as follows:
 - a. List Price plus 20% per unit. Normal discounts apply.
 - b. \$45.00 handling charge for any quantity up to 4 pieces. There is an added charge of \$10.00 per piece over 4. No discounts allowed.
 - c. Shipment means will be at the discretion of the factory and will be air or UPS.

CERTIFICATION

The factory can provide a complete certification of calibration service when requested. Certification of material conformance is also available.

Procedure and Policy

Sale of the equipment or services referred to is expressly conditioned upon the terms and conditions set forth below. Seller expressly rejects any different or additional terms of conditions previously or hereafter proposed by Purchaser unless agreed to in writing by an authorized representative of Seller.

ACCEPTANCE OF THE EQUIPMENT OR SERVICES BY PURCHASER SHALL CONSTITUTE AGREEMENT TO ALL PROVISIONS HEREOF.

WARRANTY: Seller warrants to Purchaser that the equipment to be delivered hereunder will be free from defects in material or workmanship for such period after shipment by Seller as is stated in the applicable products data sheet of Seller as in effect at such date. If none is stated the warranty period is: thermocouples, RTDs, wires and accessories—upon receipt and atmosphere sensors, thermowells and Impressor—1 year. This warranty does not apply to any mechanical devices, such as switches, relays, etc., and SCRs or Triacs which shall be subject only to the warranty of their own manufacturer. If the equipment delivered hereunder does not meet the foregoing warranty, Purchaser shall promptly notify Seller which shall thereupon cause to be corrected, at its expense, any defect either, at its option, by repairing any defective or damaged parts of the equipment or by supplying replacement equipment. The liability of Seller under this warranty, whether the claim is based on contract or negligence, shall not in any case exceed the cost of correcting defects in the equipment or of supplying replacement equipment as herein provided and upon the expiration of the warranty period all such liability shall terminate. The foregoing warranty is exclusive and in lieu of all other warranties (except as to title), whether written, oral, implied or statutory.

DISCLAIMER: NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS MADE.

PATENTS: Seller shall defend any suit or proceeding brought against Purchaser so far as based on a claim that any equipment (including any part thereof) furnished under this contract constitutes an infringement of any patent of the United States, if notified promptly in writing and given authority, information and assistance for the defense of same, and Seller shall pay all damages and costs awarded therein against the Purchaser. In case said equipment is in such suit held to constitute infringement and the use thereof is enjoined, Seller shall, at its own expense and option, either: procure for Purchaser the right to continue using it, replace it with non-infringing equipment, or remove it and refund the purchase price. The foregoing states the entire liability of Seller for patent infringement.

LIMITATION OF LIABILITY: Seller's liability on any claim of any kind, including negligence, for any loss or damage arising out of, connected with, or resulting from this sales contract or the performance or breach thereof, or from the design, manufacture, sales, delivery, resale, installation, repair, operation or use of any equipment covered by or furnished under this agreement shall in no case (except as provided under "Patents") exceed the purchase price of the equipment which gives rise to the claim.

IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT OR WARRANTY OR NEGLIGENCE, SHALL SELLER BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF EQUIPMENT OR ANY OTHER EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF CUSTOMERS OF PURCHASER FOR SUCH DAMAGES EVEN IF SELLER HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS BY PURCHASER OR ANY THIRD PARTY.

PRICE AND ACCEPTANCE OF ORDERS: Prices stated in orders are binding upon Seller for 30 days from the date hereof. Prices on all equipment shipped more than 30 days hereafter may be increased if necessary to cover increased costs of labor and material incurred by Seller. Orders placed with sales representatives are subject to acceptance by Seller in Rockford, Illinois. This acknowledgment constitutes such acceptance and is a sales contract made in Rockford.

PAYMENTS: The purchase price stated herein shall be due and payable within 30 days after receipt of Seller's invoice which shall be rendered upon shipment of the equipment. If shipment is delayed by Purchaser, Seller's invoice shall be rendered on the date when Seller is prepared to make shipment. Equipment held for Purchaser shall be at the risk and expense of Purchaser.

PAST DUE ACCOUNTS WILL BEAR A FINANCE CHARGE OF 1 1/2 % PER MONTH ON THE UNPAID BALANCE, WHICH CORRESPONDS TO A 18% ANNUAL PERCENTAGE RATE.

SALES AND SIMILAR TAXES: Seller's prices do not include sales, use, excise or similar taxes. Consequently, in addition to the price specified in this sales contract the amount of any present or future sales, use, excise or other similar tax applicable to the sale or use of the equipment shall be paid by purchaser, or in lieu thereof Purchaser shall provide Seller with a tax-exempt certificate acceptable to the taxing authorities.

PACKING AND SHIPPING: Prices are stated exclusive of packing and shipping charges. Unless otherwise stated, the FOB point is Rockford, Illinois. Delivery at such point to common carrier or postal authorities shall constitute delivery to Purchaser, who shall thereafter be responsible for delays, loss or damage in transit, although Seller will assist Purchaser in processing claims.

Procedure and Policy

DELAYS: Shipping dates stated are approximate. Seller shall not be liable for delays in delivery, or in performance or failure to manufacture or deliver, due to (1) causes beyond its reasonable control, or (2) acts of Purchaser, acts of God, or civil or military authority, priorities, fires, strikes or other labor disturbances, floods, epidemics, war, riot or delays in transportation or car shortages, or (3) inability on account of causes beyond its reasonable control to obtain necessary labor, materials, components or manufacturing facilities. In the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

RESALE: If Purchaser is reselling the equipment, Purchaser agrees to furnish its purchasers copies of the Standard Terms and Conditions of Sale, and Seller agrees to make copies available upon request. In all events and regardless of whether Purchaser complies with this provision, the rights of such purchasers shall be determined under the provisions hereof entitled "Warranty,," "Patents" and "Limitation of Liability."

RETURNS POLICY: All products returned to Seller must be accompanied by a Return Materials Authorization (RMA). The Seller Sales Department issues RMA numbers.

RUSH POLICY: Seller offers order expedition for 10% of the value of the order. Rush orders received before 12 noon (Eastern time) will be shipped by the close of business on the following business day. Rush orders received after 12 noon (Eastern time) will be shipped before the close of business on the second business day following. Seller's rush policy applies to manufactured product only, and is subject to sales and manufacturing management approval. The management of Seller may waive Rush fees.

CREDIT POLICY: All credits are subject to approval of the Sales Department management. Approved returns for credit will be assessed a 25% re-stocking fee if less than 3 months old and returned in new condition. Approved returns for credit will be assessed a 50% re-stocking fee if less than 6 months old and returned in new condition. Seller's products that are 6 months old cannot be returned for credit.

CANCELLATION POLICY: Orders for discrete products manufactured in Leesburg, Virginia that are cancelled within one week of the Seller assigned delivery date will be assessed a 15% cancellation fee. Orders for discrete products purchased by Seller that are cancelled within two weeks of the Seller's assigned delivery date will be assessed a 50% cancellation fee. Control systems engineered by Seller will have separate cancellation terms.



THERMOCOUPLES



RTDs



THE IMPRESSOR