



Your Enclosure Source®

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An ISO 9001 Certified Company

## TERMS AND CONDITIONS OF SALE

The Terms and Conditions stated below shall supersede any which may appear on the purchase order which are not specifically agreed to in writing by an officer of this corporation.

### Payment Terms

Customers with satisfactory credit may purchase product on open account. We also accept American Express, Master Card, and Visa. Payment Net30 from date of invoice. Payment accepted in US dollars only. Any account balance not paid within 30 days of the invoice date would be considered in default. In the event of default, applicant agrees to pay a 0.75% per month service charge along with all costs of collection, including reasonable attorney's fees.

### Published Price Lists

SCE reserves the right to cancel or adjust prices at any time. For current pricing please contact your local distribution center for a quote.

### Delivery

Shipping dates are based on our best estimate of the factory conditions at the time the order is accepted.

### Cancellation

Orders of standard catalog items that are canceled by written notice and confirmed before the product ships, will be charged with a 10% cancellation charge (with the minimum cancellation charge of \$30.00). If the order has been shipped and is refused by the customer, there will be a 20% restocking charge (with the minimum cancellation charge of \$30.00) plus freight charges. Orders of large quantities of standard product and custom orders will be charged the cost incurred up to the point of cancellation.

### Warranty / Limits of Liability

All goods manufactured by SCE shall be warranted to be free of defects in material or workmanship for a period of two years from the date of shipment. Should the product be proven to SCE to be defective, SCE shall have the option to repair or replace the product. At no time will SCE reimburse purchaser for unauthorized rework on any product.

Air Conditioners & Heat Exchangers are warranted on parts and service for a period of two years from the date of shipment by Saginaw Control and subject to the following conditions and exclusions:

All Goods must be installed and operated according to the following specifications: Maximum voltage variation no greater than plus or minus 10% of nominal rating; Maximum frequency variation no greater than plus or minus 3 Hz. from nominal rating; Must not exceed minimum and maximum rated temperatures; Must not exceed (BTU/Hr) rating; Filters must be cleaned regularly; Must be installed and grounded in accordance with all relevant electrical and safety codes, as well as the National Electric Code and OSHA rules and regulations; Must be installed in a stationery application, free of vibration.

Our warranty does not cover product that has been modified, subjected to abuse, negligence in operation or maintenance, or if product is used in a manner that exceeds its designed capabilities and rating. Our warranty does not cover equipment manufactured by others and resold by SCE, or incorporated into our equipment. Products sold with such warranties may be extended by the manufacturer of the product. Under no circumstances is SCE liable for any consequential damages, liquidated damages, freight related issues or damage, loss in profits or revenues, cost of capital, downtime costs or damages related to our product performance.

Warranty related claims will be returned to the factory for evaluation and final disposition of the claim, any replacement parts will be invoiced at standard pricing and credit issued for the returned product. If the product has been found to be modified, subjected to abuse, negligence in operation or maintenance, or if product is used in a manner that exceeds its designed capabilities and rating, credit may be reduced, denied or additional cost may be assessed and passed on to the purchaser, such as return freight.

### Returned Goods

SCE must receive written request for any product to be returned. Standard product in resalable condition will be assessed a 20% restocking charge. Return freight to be paid by purchaser. Upon receipt of product, SCE will inspect and determine salability. Any cost above the restocking charge required to make product salable shall be deducted from the credit.

\*No returns will be accepted of product that is requested to be returned after 6 months of its initial ship date.

### Freight Terms

All Freight and payment terms are indicated on all quotes –

Freight Prepaid and Add (Saginaw Control will initially pay the freight charges and add to the invoice).

Freight Collect (Freight carrier will invoice directly to the consignee). Third Party (Freight carrier will invoice directly to a third party address or account number).

\*By specific agreement, certain shipments may be Freight Allowed (Saginaw Control will pay the freight charges).

All Freight will be shipped on carriers chosen and approved by Saginaw Control & Engineering to transport the shipment, no outside carriers will be allowed.

Freight will be FOB Destination – Saginaw Control owns the goods while they are in transit. Signature on the Delivery Receipt takes over all further responsibility and ownership of the product. Accessorial Charges, such as lift gate, residential delivery, limited access delivery, A.M. delivery, and inside delivery, will be the responsibility of the consignee (will be billed directly by the carrier or Saginaw Control will initially pay the charges and add to the invoice).

### Damaged Material

All products are inspected before shipping, ensuring the quality and adequacy of the packaging prior to being loaded. The consignee will be responsible for the freight en route and file any claims if necessary.

\* Saginaw Control will not be responsible for any physical damage to the shipment if it is not inspected at the time of delivery and damages or suspected damages are not clearly noted on the freight carrier's paperwork at the time of delivery, and reported immediately to Saginaw Control & Engineering.

\* These instructions are clearly marked on every package sent.

### Changes and Revisions

The right is reserved to make changes in dimensions, material and specifications without notice. We recommend that you consult Saginaw Control & Engineering for current technical data or for any questions. Catalog dimensions are close estimates. However, manufacturing processes may necessitate slight deviations.

### Custom Orders

Please contact an inside sales agent or call your local sales representative for terms governing custom orders.

### Penalty Clause

No penalty clause shall be in effect unless written approval is obtained from an officer of Saginaw Control and Engineering.

### Government Regulations and Taxes

Any regulation, restriction or tax imposed on goods furnished by SCE are the responsibility of the purchaser. Any testing or disposal of material shall be your responsibility.