

McLAUGHLIN WARD COMPANY AND ITS DIVISIONS OF
WARDCRAFT CONVEYOR AND WARDCRAFT QUICK DIE CHANGE
TERMS AND CONDITIONS



Quotations. All prices quoted are for immediate acceptance and are firm for forty-five (45) days from the date of quotation. After that time, all pricing is subject to review.

Payment. Standard terms are net 30 days for approved credit accounts. For projects in excess of \$50,000 special terms may apply. Purchaser is subject to interest charges of 1.5% per month of unpaid balance. Any other terms must be negotiated prior to order acceptance. If shipment is delayed by Purchaser, Seller will hold the equipment at Purchaser's risk, and payment will be due 30 days from the date equipment was ready to ship

Acceptance of Order. All orders placed direct or through our representatives are subject to acceptance at our main offices at One Wardcraft Drive, Spring Arbor, Michigan 49283.

Taxes. Prices quoted do not include any federal, state, or local taxes. Whenever applicable, these must be paid by the purchaser.

Shipment. Equipment is shipped F.O.B. our plant, Spring Arbor, Michigan, or other specified shipping point. Shipping charges for any samples, tryout materials, or customer supplied components will be Purchaser's responsibility. Charges for special packaging or special methods of shipment will be quoted to and paid by Purchaser.

Delivery. The date of shipment is estimated upon receipt of an order based on the information available, the delivery date of purchased components, and the scheduled work load. All reasonable attempts will be made to ship on the estimated date. Failure to deliver within the estimated time shall not render Seller liable for damage or loss, and shall not be reason for cancellation of the order. Seller is not responsible for any delays in shipment arising from Purchaser's failure to supply all pertinent information, fire, war, riots, strikes, acts of God, or any other event beyond Seller's control.

Cancellation. Cancellation of any order after receipt of purchase order must be agreed to by Seller and is subject to the following charges (minimum cancellation fee will be \$100); a: For standard items (not specific to, or designed for, this project), there will be a 25% restocking charge. b: For special items (designed or purchased specifically for this project), 100% of the cost will be charged. c: For process, designed, and engineering services, direct labor hours will be charged at Seller's prevailing rates.

Returns. Returns must be authorized in writing, in advance, by Seller and must be shipped prepaid. Special orders may not be returned.

Changes. Any changes requested by Purchaser after receipt of order must be in writing. If said changes alter engineering time, the cost of purchased items, or manufacturing time, pricing and delivery is subject to review.

Warranty. All equipment manufactured by Wardcraft is guaranteed against defects in materials and workmanship for a period of one (1) year from shipment. Warranty on purchased items will be the same to Purchaser that is extended to Seller by supplier. No other warranties, either express or implied, shall be deemed to be in force. Warranty is null and void if the equipment has been misused, tampered with, or reworked except as specifically directed by Seller in writing. During the applicable warranty period, any defective part will be replaced, with Seller's prior authorization, if said part is returned with shipping costs prepaid to Seller.

Patents. It should be understood that some products sold by McLaughlin Ward Company and its Divisions of Wardcraft Conveyor and Wardcraft Quick Die Change are fully protected against patent infringement.