

TERMS AND CONDITIONS OF SALE

PRICE QUOTATION

Written quotations are firm for a period of 30 days unless Seller indicates on the quotation a longer period. All orders placed by the Buyer from a published price list, written quotation or verbal quotation are subject to acceptance by the Keckley Company.

Contracts or orders having penalty clauses for failure to meet shipment are not acceptable unless specifically approved in writing by an authorized individual in our office. All delivery dates are subject to prior sale.

DELIVERY

Delivery promises are based on conditions at the time of quoting and are subject to change for causes beyond the Seller's control. Under no circumstance will the Seller be liable for consequential damages due to failure to fulfill a delivery promise.

CANCELLATION

Any order or part thereof may be canceled by the purchaser upon written notice to the Seller prior to 45 days before completion. Upon receipt of a cancellation notice, all work on the order or part thereof being canceled will be stopped as promptly and as reasonably as possible, and the purchaser will be liable for a cancellation charge. This charge is calculated on the basis of established or quoted prices for all completed items and for the full cost incurred by the Seller up to the time of work stoppage plus 15% on incomplete items. In addition, there will be supplementary costs for packing and storing those items.

Nonstandard, special, and fabricated orders cannot be canceled after acceptance by Seller, unless agreed upon in writing by the Seller. The Buyer shall be liable for up to the full purchase price in any stage of completion.

WARRANTY

Seller warrants all parts and assemblies are warranted to be free from defects in materials and workmanship for a period of one year from date of shipment from the Seller's plant. The Seller reserves the right to examine all parts or assemblies claimed to be defective to determine whether they are defective in material or workmanship. All parts or assemblies which are determined to be defective in either material or workmanship may, upon express authority of the Seller, be returned to the Seller's plant prepaid and will be repaired or replaced or credit allowed at the Seller's option. In no event shall the Seller be liable for consequential costs or damages. This warranty is expressly in lieu of all other warranties, expressed or implied and whether of merchantability or fitness. This warranty does not apply to parts or assemblies which have been subject to misuse, negligence or accident. Also, it does not apply if repairs, modifications or reconditioning work is undertaken without prior written approval of the Seller. The customer is required to examine all parts and assemblies immediately upon receipt of shipment and promptly notify the Seller of any defects or alleged defects of the parts and assemblies.

PACKAGING

Unless Buyer specifies in writing, material will be packed as Seller deems necessary for proper protection. Export shipments will be subject to an additional charge for special overseas shipping. Additional charges may also be imposed if packaging instructions/specifications are other than standard.

SHIPMENT

Routing and manner of shipment will be at Seller's discretion and may be insured at Buyer's expense, value to be stated at order price. The Seller does not accept standing general or blanket shipping instructions. Full shipping instructions must accompany each individual order. No claim for shortages will be allowed unless made in writing within (10) days of receipt of shipment. Claims for material damaged or lost in transit should be made to the carrier, as Seller's responsibility ceases on delivery to the carrier.

RETURNS

Returns must not be made without our written consent. Goods must in all cases be carefully handled, properly packed and shipped prepaid. A copy of the Seller's authorization for return must be attached to the returned material. Goods authorized for return are subject to a restocking charge. Restocking charges will be based upon our inspection which may include any charges for retesting, reconditioning or repainting as required. Seller reserves the right to refuse credit for unwanted fabricated items. Goods returned for repair will be subject to our evaluation and charges will be based upon replacement of parts and labor.

NOTE

We reserve the right to correct obvious clerical errors in quotations, invoice and other contracts.

TERMS

Net 30 days from date of invoice, unless otherwise agreed upon by both the Seller and Buyer. Past due accounts are subject to a 1.5% service charge per month (18% per annum).

MINIMUM CHARGE

\$50.00 (Net)

FREIGHT

All shipments are F.O.B. Skokie, IL.