

## Terms & Conditions of Sale

**TERMS OF PAYMENT:** All invoices are due and payable in Linn County, IA. To customers having established credit with Conveyor Engineering, terms are 1/2% discount if paid in full within ten (10) days of the date of invoice and otherwise all credit sales are due in full within thirty (30) days from the date of invoice, unless otherwise agreed in writing. No discount is allowed for earlier payment unless authorized by Conveyor Engineering in writing. Purchases paid for by debit/credit card may incur up to a 5% convenience fee. Purchasers without a credit rating will avoid delay by furnishing satisfactory references or by instructing Conveyor Engineering to bill in advance or to ship with sight draft attached to bill of lading. Accounts past due shall accrue interest at the highest lawful rate allowed by applicable law.

**LIMITED WARRANTY:** Conveyor Engineering warrants all equipment manufactured by Conveyor Engineering to be free from defects in material and manufacture at the time of shipment for a period of one (1) year from the date of shipment. Conveyor Engineering will furnish without charge, but will not install, replacements for such parts as we find to have been defective. Unless otherwise stated in quotation, this limited warranty is based on operation of the equipment for a period not exceeding eight hours per day. **Conveyor Engineering MAKES NO OTHER WARRANTY OF ANY KIND AND HEREBY DISCLAIMS ALL WARRANTIES EXCEPT THE LIMITED WARRANTY HEREBY STATED, BOTH EXPRESS AND IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** All warranty claims must be submitted within ten (10) days of discovery of defects or shall be deemed waived. No representative of our company has any authority waive, alter, vary or add to the terms hereof without prior approval in writing. This limited warranty applies only to equipment which is subjected to normal use and service. This limited warranty shall not apply to any equipment which has been subjected to misuse, neglect or accident, or has been altered or tampered with, or if corrective work has been done thereon without our specific written consent, no allowances will be made for such corrective work done without such consent. Improper lubrication, deterioration by chemical action, and wear caused by the presence of abrasive materials, do not constitute defects. Conveyor Engineering shall not be responsible for work done, apparatus furnished, or repairs made by others. Equipment manufactured by others, and included in our proposal is not warranted in any way by Conveyor Engineering but carries only the manufacturer's warranty, if any.

**LIMITATIONS OF LIABILITY:** It is expressly understood that Conveyor Engineering's liability is limited to the furnishing of replacement parts. **Conveyor Engineering SHALL NOT BE LIABLE, UPON WARRANTIES OR OTHERWISE, FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR ANY DAMAGES ARISING FROM THE USE OF EQUIPMENT.** Thus, Conveyor Engineering is not liable for any other expense, loss or damage including, but not limited to, loss of profits, production, increased cost of operation of spoilage arising in connection with the sale or use of, or inability to use our equipment or products for any reason, except as herein provided.

**PROMISE OF DELIVERY:** Promise of delivery represents only our best estimate of the time required to complete the work and ship the material from our plant. All orders are accepted with the understanding that shipping dates are approximate and subject to change because of factory conditions, fires, strikes, material shortages, civil or military authority, mandatory priority and/or other causes beyond our knowledge or control.

**CANCELLATION:** Orders entered on our books are not subject to cancellation and no cancellations will be accepted except upon terms that will INDEMNIFY us against loss. Cancellation charges as published will be invoiced.

**RETURNED GOODS:** No material will be accepted for credit unless such return is first authorized in writing by Conveyor Engineering. All prices are predicated on sale of material as merchandise only. Additional charges may be assessed for any special services or markings, special boxing, cartage, transfer, overtime (when authorized by purchaser), financing, or other abnormal requirements.

**CONTRACTS:** All prices are made F.O.B. Cedar Rapids, Iowa, unless otherwise indicated. Our responsibility ceases when delivery has been made to the transportation company. If there are shortages or evidence of damage, insist on the transportation agent making notations on the shipping documents before signing receipt. Claims should be made immediately and we will cooperate with customers when desired in obtaining adjustments from the transportation company. All contracts are made and accepted at Cedar Rapids, Iowa, and are not valid until acknowledged from the company's main office. It is the company's intent and purpose to surrender title to this material when final payment is made. Possession may be given before final payment is due, and to protect us against default in payment or in the event of an execution or attachment is levied on your property, it is hereby expressly agreed:

A. The title and right of possession to this material shall remain with us until full and final payment is made; B. No part of this material shall be considered a fixture or incorporated into the realty by virtue of its attachment to real estate and any part may be separated from such real estate for the purpose of re-possession by us or by our agents in the event of a default by purchaser; C. We shall have the right to elect a claim of mechanic's lien against the property upon which this material is situated and waive our rights to re-possess under Paragraphs A and B above any time before expiration of the time fixed by law for filing a mechanic's lien; D. Acceptance or acknowledgement of any order, quotation or contract is with the express understanding that a "no lien agreement" has not been filed.

**SPECIAL TAXES:** Any federal, state or city sales tax or other manufacturers' or processors' tax, if any when assessed, will be added to our invoice.

**CLAIMS:** Claims for errors or shortages existing prior to our delivery of the equipment to the carrier will be considered only when made to use immediately after receipt of shipment.

**SAFETY DEVICES:** We will supply only such safety devices as are specified in this order. Any additional safety measures or devices which may be required by law, or which you wish to add, are to be furnished by you or, at your written request, they will be furnished by us as additional cost to you.