



## TERMS AND CONDITIONS OF SALE

### PRICING POLICY

Prices are F.O.B. Factory and Freight Collect, unless otherwise prearranged. Prices do not include any applicable taxes or excises, which will be added to the invoice. Super Radiator Coils reserves the right to adjust prices to those in effect at time of shipment (via surcharge or credit) due to fluctuations in material costs. Blanket orders are subject to re-pricing if not released within six (6) months.

### TERMS OF PAYMENT

Terms of payment are subject to approval by Super Radiator Coils' Credit Department. Normal terms for approved accounts are Net 30 days.

### GENERAL CONDITIONS

1. All orders must be in writing and are subject to acceptance by Super Radiator Coils.
2. Shipping dates given are estimated only and not guaranteed. Super Radiator Coils shall not be liable for any delays in delivery due to fires, floods, accidents, riots, strikes, government action, shortages of material, labor or supplies, lack of transportation or any other circumstances beyond its control.
3. Cancellation of any order shall not be accepted unless Super Radiator Coils is reimbursed for any and all expenses.
4. In the interest of product improvement, Super Radiator Coils reserves the right to change specifications, design and material without incurring obligation.
5. Goods may not be returned except by permission of Super Radiator Coils along with our Return Material Authorization tracking number (RMA). Returned goods must be shipped prepaid and are subject to handling charges.
6. For any products manufactured to meet the Buyer's particular specifications, that are not part of Super Radiator Coils' standard product design, application and manufacturing processes, the Buyer agrees to hold Super Radiator Coils harmless from liability, as well as from all costs and expenses, arising out of or in connection with the manufacture, sale or use of that product, including any claim or patent infringement.
7. The responsibility of Super Radiator Coils ceases upon delivery of goods to the possession of the carrier, at which time the Buyer assumes risk of loss. Claims for damage or shortages will not be considered unless both Super Radiator Coils and the carrier are notified within ten (10) days after receipt of the goods and the Buyer has filed a claim with the carrier for the damage or shortage.

### PRODUCT WARRANTY

All products of Super Radiator Coils are warranted to be free from defects in material and workmanship under normal use and service for a period of one (1) year from the date of shipment to the original purchaser.

Our obligation under this warranty is limited to the repair or replacement at our factory of any part or parts which, upon our examination, have proven defective. Correction of such defects by repair or replacement (at our option) and return freight via lowest common carrier, shall constitute fulfillment of Super Radiator Coils' obligation to the purchaser.

THIS WARRANTY CONSTITUTES THE BUYER'S SOLE REMEDY. IT IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT AND UNDER NO CIRCUMSTANCE SHALL SUPER RADIATOR COILS BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER THE THEORY BE BREACH OF THIS OR ANY OTHER WARRANTY, NEGLIGENCE, OR STRICT TORT.

This warranty does not apply to those products which, in our judgment, have been altered or repaired outside our factory, or subjected to misuse, negligence, accident, corrosive atmospheres, or operating conditions beyond the limits of the design.