

Machine Safety Direct.com General Terms and Conditions of Sale

All orders for products or services of are subject to these conditions and terms of sale:

1. PRICES: All prices are subject to change without notice
2. TERMS OF PAYMENT: Credit Card or Pay Pal only.
3. MINIMUM ORDERS: All orders less than \$50.00 are subject to a \$25.00 surcharge.
4. ALTERATION OR CANCELLATION: On alterations or cancellations of the order, the Purchaser assumes any costs already incurred by Machine safety direct.com in the preparation of the order.
5. SHIPMENT: Freight and handling costs are calculated at the time of order.
6. LOSSES: Any claims for damages or losses due to shipment must be made to carrier within two (2) days of receipt of shipment (as terms are F.O.B. Brewster, New York). Losses or damages costs not claimed within this period will be assumed by the Purchaser.
7. LIABILITY: No liability can be assumed for damages to Purchaser resulting from delay in shipment or inability to deliver.
8. RETURN OF EQUIPMENT: Material is not to be returned to Machine safety direct.com without first obtaining written authorization from an authorized officer of Machine safety direct.com. Equipment may be returned only if new, unused, and in its original condition and within ninety (90) days of invoice for such material from Machine safety direct.com. Equipment thus property accepted for credit by Machine safety direct.com are potentially subject to a minimum service charge of 20% of original invoice and all transportation charges. Charges incurred by repairing or replacing equipment because of damages are the responsibility of the Purchaser. Equipment built to order is not subject to return for credit.
9. LIMITED WARRANTY AND EXCLUSIVE REMEDY: Each Machine safety direct.com Assembled Component (as defined below) shipped by Machine safety direct.com (the "Company") is warranted, on the date of shipment, to have wire connections between components that conform to the then applicable national electric code ("NEC") standards, to the extent such connections are made by the Company. This warranty is subject to permissible variations and defects defined by NEC, provided that these products are used with compatible parts in appropriate environments, within the applications and ranges for which they were manufactured, and in accordance with applicable instructions, and provided further that they have not been subject to improper installation, improper maintenance, abuse, accident, negligence, alteration, misuse or the like.
10. LIMITATION OF WARRANTY: THERE ARE NO OTHER WARRANTIES HEREUNDER WHETHER EXPRESSED OR IMPLIED, ARISING BY OPERATION LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING UNDER COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. UNLESS A STATEMENT IS SPECIFICALLY IDENTIFIED IN THIS BROCHURE AS A WARRANTY, THE STATEMENT MADE HEREIN RELATING TO ANY PRODUCTS ARE NOT EXPRESS WARRANTIES BUT ARE MERELY COMPANY'S OPINION OR COMMENDATION OF SUCH PRODUCTS ANY DESCRIPTION OF PRODUCTS SPECIFIED HEREIN IS NOT INTENDED TO BE A WARRANTY, BUT IS FOR THE SOLE PURPOSE OF IDENTIFYING SUCH PRODUCTS AND IT DOES NOT CONSTITUTE A WARRANTY THAT PRODUCTS WILL CONFORM TO THAT DESCRIPTION SIMILARLY, THE USE OF ANY SAMPLES, MODELS, DIAGRAMS OR DRAWINGS IS ONLY FOR ILLUSTRATIVE PURPOSES AND DOES NOT CONSTITUTE A WARRANTY THAT PRODUCTS WILL CONFORM WITH SUCH SAMPLES, MODELS, DIAGRAMS OR DRAWINGS.
11. WAIVER OF CONSEQUENTIAL DAMAGES: UNDER NO CIRCUMSTANCE WILL THE COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, OR LOST PROFITS, EXPENSES OR LOSSES ARISING OUT OF OR RELATING TO THE SALE OR USE OF ANY OF ITS PRODUCTS.

For a full statement of the limited warranty offered by the Company and the exclusive rights and remedies there under, together with the Company's limitations of warranties and limitation of liability, please refer to the Company's purchase order acknowledgement form (12/05). If you do not have this form, please contact a representative of the Company and one will be provided promptly.

Warning: Since each system utilizing components is unique with differing wiring and component configurations and attributes and differing requirements and environments, all of which can, among other things, affect product performance, the selection and use of any product offered by the Company must be determined by competent engineers and other appropriate professionals who are familiar with the specific system in question. Nothing contained in this brochure shall constitute any professional advice and should not be used as a substitute for competent professional determinations. Since the Comp' has not given any professional advice, it is not responsible or liable for improper selection, use or installation of products offered by the Company and respect to the systems in which such products are utilized, improper system design or the inadequacy of back-up systems.