

Limited Warranty

Subject to the limitation expressed in subsequent paragraphs, Thomas Conveyor makes the following warranties: We warrant that each of our products will be free from defects in material and workmanship under normal use and service for twelve months from the date of delivery to the original user. We will correct any such defects in material or workmanship by repair or replacement of the product F.O.B our plant.

THE FORGOING WARRANTIES ARE EXPRESSLY IN LIEU OF ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING FROM STATUTE, COMMON LAW, CUSTOM, OR OTHERWISE. THE REMEDY OF REPAIR OR REPLACEMENT OF THE DEFECTIVE PRODUCT SET FORTH IN THE FORGOING WARRANTIES SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON.

Charges for correcting defects will not be allowed, nor can we accept goods returned to us for repair or replacement, unless we are previously notified of the defect in writing and the return or correction is authorized by us in writing. All warranty claims alleging defects of material or workmanship must be submitted in writing within thirty days of the discovery of a defect or such claim shall be considered waived.

The foregoing warranties shall not apply to any products which have been subjected to misuse, neglect or accident, or have been altered or tampered with, or have been used beyond their normal useful or expected life, or which have had corrective work done thereon without our written consent. WE SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, EXPENSE OR DAMAGE, WHETHER DIRECT, CONSEQUENTIAL, INCIDENTAL, OR OTHERWISE, RESULTING FROM THE USE OF OUR PRODUCTS OR CAUSED BY ANY DEFECT, FAILURE, OR MALFUNCTION OF ANY PRODUCT, WHETHER A CLAIM FOR SUCH DAMAGE IS BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, OR OTHERWISE. Equipment manufactured by others, and included in our proposal, is not warranted in any way by us but carries only the manufacturer's warranty, if any. No person has the authority to bind us to any representation or warranty other than the foregoing limited warranties as disclaimed."

Sale of Thomas Conveyor products shall be governed by the laws of the State of Texas and of the United States of America. The provisions of the United Nations Convention on Contracts for the International Sale of Goods or any local statute declaring it to have the force of law in the jurisdiction of one of the parties shall not apply to products supplied hereunder.

"YOU ARE HEREBY NOTIFIED THAT ANY ADDITIONAL OR DIFFERENT TERMS FROM THOSE CONTAINED IN THIS LIMITED WARRANTY ARE OBJECTIONABLE. NO ADDITIONS OR CHANGES ARE BINDING ON THOMAS CONVEYOR UNLESS THEY ARE IN WRITING AND SIGNED BY AN AUTHORIZED OFFICER."

NOTE: All past due invoices shall be payable to Thomas Conveyor, 555 N. Bureson Boulevard, Bureson, Johnson County, Texas 76028.

ADDITIONAL TERMS & CONDITIONS APPLICABLE TO ORDERS OF THOMAS CONVEYOR STOCK PARTS

TAXES: Any sales, use, consumption, or other similar tax applicable to the sale, purchase, or use of any Product is not included in quoted price and shall be paid by the Purchaser.

RETURNED PRODUCT: When it is desired to return Product for credit or exchange, it is necessary that permission in writing first be obtained from Thomas Conveyor.

SHIPMENTS: If Seller is not able to meet Purchaser's shipment requirements and/or expected dates of shipment, Seller will not accept liability for delays beyond Seller's control, nor will Seller accept cancellations unless a settlement has been agreed upon between all parties.

FREIGHT ALLOWANCE: Freight allowances are shown on the product discount sheets. In cases where a Purchaser's specified routing of any Order is more costly than the routing selected by Seller, the excess charges will be added to the net amount of the invoice. Weights shown in supplier's publications are approximate, and may not be used to determine qualifications for freight allowance.

CASH DISCOUNT: Unless modified in the Order or invoice, payment terms shall be: A 1% cash discount will be allowed on invoices paid net 15 days. All invoices are due in 30 days. Cash discount does not apply to other charges such as freight, postage, or delivery charges.

PUBLISHED DIMENSIONAL DATA: Due to changes in engineering and manufacturing processes and procedures, it becomes necessary, from time to time, to make alterations to products. Such alterations may not be reflected in supplier's publications. Therefore, if dimensions, specifications or appearances represented by pictures or drawings or tables are critical in their applications, please consult the factory for clarification or certified drawings.