



Industrial Electric Mfg™  
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# IEM General Terms and Conditions of Sale

## SHIPPING SCHEDULES-PERFORMANCE

When requested, Industrial Electrical Mfg. will establish estimated shipping schedules as close as possible to customer needs and will use its best efforts to meet the estimated schedule. However, Industrial Electric Mfg. shall not be responsible for failure to meet such schedule. Industrial Electric Mfg. shall not be responsible for any loss or damage to customer for whatever reason, or for any loss of or damage of goods when caused directly or indirectly from any cause or causes beyond the control of Industrial Electric Mfg. or the control of its suppliers. Should shipment be held beyond scheduled delivery date for the convenience of the customer, Industrial Electric Mfg. reserves the right to bill for goods and charges for warehousing, insurance, trucking and other associated expenses.

## PENALTY CLAUSE

In no event does Industrial Electric Mfg. agree to pay any amount identified as a penalty or as liquidated damages for failure to meet a shipping schedule, unless a specific Agreement to that effect is made in writing and signed by an officer of Industrial Electric Mfg.

## CANCELLATION

Orders may be terminated by the purchaser only upon payment of reasonable charges based upon expenses already incurred and commitments made by Industrial Electric Mfg. Cancellation charges for completed items will be 100% of the selling price.

## WARRANTIES

Industrial Electric Mfg. warrants the goods sold to be as described and to be free from defects in materials and workmanship under normal and proper usage for a period of one year from date of shipment. No promise, description, affirmation of fact, sample model or representation, oral or written, shall be a part of any order unless specifically set forth herein, or in a separate writing signed by an officer of Industrial Electric Mfg. The warranties set forth above are void if the goods sold hereunder are used in any manner other than their intended purpose or abused or if they are modified, altered or taken apart except according to Industrial Electric Mfg.'s express written instructions. Industrial Electric Mfg. makes no other warranties of any kind, express or implied, and SPECIFICALLY EXCLUDES ALL

WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## PURCHASER'S REMEDIES

Industrial Electric Mfg. agrees to correct any defect in workmanship or material, for merchandise manufactured by it, which may develop under normal and proper usage during a period of one year from date of shipment, or by its option, choose to replace or repay, upon return of the defective part(s) the price paid for such apparatus by the purchaser. Purchaser's remedies shall be limited exclusively to the right of replacement and/or repair or repayment as provided, and do not include any labor cost of replacement.