



Right Fit. Right Now.

Brownsville, TN 38012

Phone: (901) 465-5900

Fax: (901) 465-5901

Terms and Conditions of Sale and Warranty

1. Acceptance of Orders

All orders must be in writing and are subject to acceptance by Precision Coils in Brownsville, Tennessee (Hereafter referred to as the Seller). Orders are accepted subject to fires, accidents, Acts of God, natural disasters, and all other causes beyond our reasonable control, and are binding when our order acknowledgement is mailed or faxed. We will not be liable for any delay or for any damages suffered by the Buyer by reason of such delay.

2. Seller's Terms to Govern

Only the terms and conditions stated herein shall be binding upon the SELLER. No modification, amendment or change, whether in Buyer's purchase order, shipping release forms or otherwise shall obligate SELLER unless authorized in writing by SELLER. The Buyer shall be conclusively presumed to have accepted the terms and conditions set forth herein, thereby creating a contract limited to these terms, if Buyer does not object in writing to these terms within five (5) business days after their receipt.

3. Cancellation of Orders

The Buyer may modify or cancel an order upon written notice prior to the coil being 50% through the production cycle, subject to cancellation charges determined by the Seller. After the product has exceeded 50% of production or if the coil has shipped, the Buyer is liable for the full purchase price.

4. Prices and Terms of Payment

All prices quoted are in US Dollars. Prices quoted are firm for thirty days (30) from the date quoted, and are subject to stenographic error corrections plus adjustments based on the delivery requirements of the Buyer. In the event of specification changes after receipt of Buyer's order, the Seller will adjust the prices to cover said changes. **Unless other terms have been agreed upon in advance by the Seller**, payment terms are net thirty days (30) from the date of shipment. Prices do not include any local, state, Federal or foreign taxes.

5. Freight

Unless otherwise quoted, prices are F.O.B. Brownsville, Tennessee with freight (but not local cartage) allowed inside the continental United States (excluding Alaska and Hawaii) to the first destination on all orders. If special handling is requested on a freight allowed shipment, a charge will be made for the difference between such routing and standard freight costs. **The Seller is not responsible for loss or damage to product while it is in transit. Buyers are advised not to accept product until a careful inspection has been completed. It is the Buyer's responsibility to document freight loss or damage immediately and file all claims with the carrier upon receipt of product.** Claims for concealed damage must be reported within 10 days or the charges to repair are the responsibility of the customer.

6. Delivery



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Scheduled ship dates are approximate only and the Seller assumes no liability for any claims of damage resulting from failure to meet such dates. Delivery to the initial carrier shall constitute delivery to the Buyer.

7. Shortages

No claim for shortages will be allowed unless reported to the factory within five days from receipt of material. Any shipping weights given or estimated herein are approximate, and are given for the Buyer's convenience only and are not guaranteed by the Seller.

8. Returns

Product may not be returned **unless prior written approval** is obtained from the Seller. The Seller will assume no responsibility for product returned without such approval, or for any costs incurred herewith. Nonstandard equipment may not be returned for credit. Where returns are accepted a minimum 25% fee based on sale price will be charged for handling and reconditioning expenses. Product authorized for return must be shipped freight prepaid F.O.B. Brownsville, Tennessee.

9. Warranty

The Seller warrants to the original user of its manufactured product against defects in material and workmanship for a period of one year from the date of shipment, provided the equipment has been correctly installed, applied, and operated under intended design conditions. The Seller's obligation under this warranty is limited to repair or replacement, at Seller's option, of any product, which upon Seller's examination at its factory shall appear to have been defective. Correction of such defects by repair or replacement, plus return freight by lowest cost common carrier, shall constitute fulfillment of obligations to the Buyer. The Seller will accept no expense, liability, or responsibility for repairs made outside the factory by third-parties without prior written approval from the seller. In any event and at no time shall the expenses or liabilities arising from the sale of the equipment by the Seller exceed the original net cost of the material sold. Warranty covers material only and not labor required to replace or install.

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

10. Indemnification

SELLER agrees to indemnify, defend and hold harmless Buyer from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation attorney's fees, disbursements and courts costs) for injury to or death of persons or damage to property to the extent caused by a defect in SELLER'S product. Buyer agrees to indemnify, defend and hold harmless SELLER from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation attorneys' fees, disbursements and courts costs) for injury to or death of persons or damage to property to the extent caused by the negligence or willful misconduct of Buyer, a third party, or Buyer's employees, agents, representatives or contractors. Each party shall provide the other with prompt written notice of any claim covered hereunder, and the indemnifying party shall have the right to assume exclusive control of the defense or settlement of such claim.

Catalog is prepared carefully but the Seller is not responsible for typographical errors or omissions.

Due to continuing product development and cost variances prices are subject to change without notice.