



## TERMS AND CONDITIONS OF SALE

### INTRODUCTION

This agreement between you (the Customer) and Olsträd Engineering Corporation (the Seller) is a standard list of terms and conditions of sale. For complete descriptions of the Seller's methods and merchandise, please see [www.olstrad.com](http://www.olstrad.com), [www.combustion911.com](http://www.combustion911.com), or contact the Seller's office via phone or email. "The Customer" means anyone intending to receive goods or services from the Seller, including authorized employees and agents of the Customer. These terms and conditions are binding.

### GENERAL

Any contract of sale is expressly limited to the terms specified herein and in the Seller's acknowledgment, which terms supersede the terms of the Customer's order, and any variations therefrom will require the written acceptance of the Seller thereto any laws or rules of construction of contracts to the contrary notwithstanding. Shipment upon the Customer's order, which contains different or additional terms, does not constitute an acceptance of such different or additional terms, it being expressly intended that the Seller is limiting its contractual obligations to those agreed in writing signed by its duly authorized representatives.

### PRICES AND TERMS

All prices are subject to change without notice. Minimum billing is \$500.00.

Terms are 30 days net, subject to approved credit, unless noted otherwise on the Seller's estimates or quotations. All pricing is contingent on the Customer's account balance remaining current. Any order valued at \$5,000 or more will be subject to 30% down payment with purchase order. Down payment invoices, and invoices for service work, are due upon receipt. A finance charge at a periodic rate of 2% per month (annual percentage of 24%) will be added to unpaid invoices over 60 days old; said interest shall commence from the date of invoice. Accounts with an outstanding balance will be subject to credit/shipment hold. Credit card purchases accepted based on approval.

### WARRANTY

The Seller warrants Olsträd Engineering Corporation products only against defects in material or workmanship arising under normal use and service for a period of one year from date of shipment (delivery to the carrier). Product alterations by others not covered under warranty. The Seller shall not be liable for any special, indirect or consequential damage resulting in any manner from the furnishing of the products. Nor shall the Seller be liable for any damage of any kind, whether to the product or special, indirect or consequential, arising from the use of the Seller's products with erosive or corrosive liquids or gases. Recommendations as to material, if any, are not to be considered a warranty against wear or decomposition and are subject at all times to verification and acceptance by the Customer. The Seller disclaims all warranties of merchantability and fitness, and makes no other express or implied warranty of any kind except as stated on the face hereof. The Seller's obligation under its warranty is limited at its option to repayment of the purchase price, repair, replacement, or furnishing a similar part to replace a defective part, and is further contingent upon the Customer immediately notifying the Seller upon discovery of a defect and returning the defective product, prepaying all transportation charges thereon, to the factory or warehouse designated by the Seller and upon the Seller's inspection and confirmation of the defective condition. In no event shall the Seller's liability to the Customer, regardless of the reason, exceed the purchase price of the product. No claim of breach of warranty shall constitute a cause for cancellation of this contract or any part thereof.



## **DELIVERY**

Delivery of the product(s), unless otherwise specified, shall be ex-works one of the Seller's factories, warehouses, or offices, to be selected by the Seller, and the Customer assumes responsibility for damage or loss in transit. Delivery and/or completion dates quoted by the Seller, or in order acknowledgments or elsewhere, are to be treated as estimates only, not involving any contractual obligations. They are given in good faith and the Seller will make every effort to adhere to them. They are subject to, among other things, materials and labor being available, the effects of governmental action, strikes, lockouts, accidents, carriers, acts of God, and delays of others furnishing material.

## **SHORTAGE AND BREAKAGE**

Risk of loss or damage to the goods passes to the Customer upon delivery to the carrier regardless of who pays the shipping costs. Each shipment shall be examined by the Customer promptly upon his receipt thereof and any claim for shortage or any other cause must be reported to the Seller within (15) fifteen days after such receipt.

## **CANCELLATION OF ORDERS**

Orders accepted by the Seller cannot be canceled, or deliveries deferred, or goods returned, by the Customer, except with the Seller's prior written consent, and then only upon such terms as shall be acceptable to the Seller.

Customer non-performance may result in order cancellation, at the Seller's discretion. Any payments remitted by the Customer against orders cancelled by the Seller for reasons of Customer non-performance are forfeit and will not be returned to the Customer.

Failure by Customer to remit down payment monies 30 days from the invoice date may result in order cancellation, at the Seller's discretion.

## **PACKAGING**

All list prices are based on domestic packaging. Contact our office for export package pricing.

## **RETURNS AND RESTOCKING CHARGES**

Equipment may be returned only upon prior consent of the Seller. Generally, consent, if given, will be upon the condition the Customer assumes all carrier charges, responsibility for damages in transit, and a restocking charge, and then only if the so authorized material is in new and unused condition and within three months from the original date of shipment. The credit will be based on the original invoice price or current price; whichever is lower, less the applicable restocking charge.

## **ELECTRICAL & MECHANICAL ENGINEERING DESIGN SERVICES**

Orders placed by the Customer will frequently require related technical services. In such situations these services will be provided in accordance with accepted technical principles and practices. Their delivery will reflect a level of care and skill ordinarily exercised by technicians currently practicing under similar conditions when providing similar services.

## **SERVICE**

Unless otherwise stated in writing herein, the cost of the equipment does not include service or installation. All services performed by the Seller are subject to the Customer's payment of the Seller's prevailing charges plus necessary travel and living expenses.

## **TAXES**

The amount of any and all present or future taxes or other governmental charges upon the production, shipment, installation, or sale of the equipment covered hereby, including use or occupation taxes, sales or excise taxes, shall be added to the price and paid by the Customer, or in lieu thereof, the Customer shall furnish the Seller with tax exemption certificates acceptable to the taxing authorities.



## **REGULATIONS**

Any contract of sale shall be governed by, and shall be construed in accordance with the laws of the State of Ohio.

## **SEVERABILITY**

The Seller's decision to waive any of the above terms and conditions of sale does not invalidate the whole. The Seller may relax any condition listed here in any frequency at their discretion; the balance of this document remains in force.

## **EFFECTIVE DATE**

These terms and conditions have been updated on, and are effective from, 11/01/2021.