

General Terms And Conditions Covering Sales

All sales of merchandise by Microphor are subject to the General Terms and Conditions as provided herein and on invoices issued by Microphor.

PRICES: All goods and products sold by Microphor will be billed to its customers according to the price lists contained in the current bulletins and price lists issued by Microphor. All prices are subject to change without notice and supersede all prior price lists. Microphor assumes no obligation to sell to anyone at any price or at any of the terms listed herein.

TERMS: Customer orders will be accepted subject to credit investigation, and approval, and delivery may be withheld on accepted orders, other than cash in advance, without any liability on the part of Microphor if, in its opinion, there is doubt concerning the ability of the customer to pay for merchandise ordered under the terms and conditions contained in current bulletins and price lists issued by Microphor. After delivery of merchandise, should Microphor, at its sole discretion, institute legal action for collection, customer agrees to pay all attorney fees and costs incurred by Microphor by reason of such action.

FREIGHT AND DELIVERY: PRICES ARE F.O.B. FACTORY: Delivery to the initial carrier shall constitute delivery to the customer. Microphor's responsibility ceases upon delivery in good order to the carrier and all goods are shipped at the customer's risk. Customer shall be responsible for filing a claim with carrier. Microphor shall not be liable for any delay or failure in the delivery or shipment of merchandise against an accepted order or for any damages suffered by reason thereof when such a delay or failure is, directly or indirectly, due to accident (in manufacture or otherwise) fire, flood, riot, war, embargo, labor stoppage, delays in transportation, inadequate transportation, shortage of materials or supplies, regulation by Government authority or any like or dissimilar cause or causes beyond the control of Microphor. Shipping weights and freight estimates given are approximate, for customer's convenience only, and are not guaranteed.

SHORTAGES OR VARIANCES: No claims for variances from or shortages in orders will be honored unless presented within fifteen (15) days after customer's receipt of order.

CANCELLATION OF ORDERS: After a purchase order has been provided by customer, written or oral, an order may be modified canceled only upon written confirmation by Microphor. Additional costs incurred by Microphor as the result of modification or cancellation will be billed to customer. Orders for merchandise requiring special manufacturing or supervision, or articles of a special nature, will not be canceled after production is commenced.

TAXES: Taxes, whether local, state or U.S. government now in effect, or hereafter levied, upon the product, sale thereof, use, shipment, or otherwise, of goods ordered or sold shall be charged to and paid by customer.

CHANGES IN DESIGN: Factors beyond the control of Microphor, the need for continuing improvement of product for competitive reasons, or for any other reason, may require changes from time to time in products and their packaging. Microphor reserves the right to make such changes of any kind, at any time, without notice. Microphor may also, from time to time discontinue the sale of its products, without notice.

LIMITED WARRANTY: Microphor warrants its products to be free from significant defects in material and workmanship under normal use and service for a period of two (2) years from the date of purchase, by the original purchaser. THE OBLIGATIONS OF MICROPHOR UNDER THIS WARRANTY are limited to the repair or replacement, at Microphor's option, of defective parts of the product which shall, within two (2) years from the date of purchase, (Note: certain air compressors and their parts, oily water separators and their parts are warranted for one (1) year from date of purchase.) be returned with proof of purchase to Microphor's factory, Willits, CA., TRANSPORTATION CHARGES PREPAID. When it is impractical to return the defective parts of such products to Microphor's factory, then Microphor shall be liable solely for supplying the material necessary to replace or repair the defective parts. WHILE MICROPHOR WILL NOT CHARGE FOR LABOR IN CONNECTION WITH WARRANTY REPAIRS OR REPLACEMENTS MADE AT ITS FACTORY, MICROPHOR AT ITS SOLE DISCRETION MAY CHARGE FOR LABOR AND EXPENSE INCURRED BY IT IN CONNECTION WITH WARRANTY REPAIRS MADE AT THE CUSTOMER'S PLANT OR LOCATION. In any event, Microphor reserves the right to determine whether or not a defect exists for which it is responsible under this warranty. A returned material authorization must be obtained from Microphor Customer Service prior to the return of any merchandise. This warranty is void if the product has been damaged by customer prior to acceptance or as a result of unreasonable use, neglect, alteration, improper service, improper installation or other causes not arising out of defects in material or workmanship or if any serial number on the product has been altered or defaced.

MICROPHOR SHALL NOT BE RESPONSIBLE FOR LOSS OF USE OF PRODUCT OR OTHER INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCURRED BY PURCHASER INCLUDING BUT NOT LIMITED TO PERSONAL INJURY AND PROPERTY DAMAGE.

This warranty is in lieu of all other warranties express or implied, including without imitation, any implied warranties of merchantability or fitness for a particular purpose, and Microphor neither assumes nor authorizes any representative or any other persons to assume for it any other liability in connection with the sale of its products. Microphor makes no warranties, express or implied, with respect to parts, accessories, components or other goods not manufactured by Microphor.

CONTRACT WITH CUSTOMER: No terms and conditions of a customer's order at variance with Microphor's General Terms and Conditions and/or its invoice shall be binding upon Microphor unless specifically agreed to by Microphor in writing. In acknowledging any order, any and all terms and/or conditions of customer's order or correspondence contrary to those of Microphor are to be deemed waived by customer.



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