

POTTER ROEMER - FIRE PRO

GENERAL TERMS, CONDITIONS OF SALES, AND WARRANTY

Payment Terms:

Net 30 Days. (After approved credit) 2% interest per month charged on the past due accounts.

Shipping & Handling:

Domestic shipments are F.O.B. City of Industry, California; Union New Jersey; Wood Dale, Illinois; Suwanee, Georgia; Miami, Florida; Plano, Texas, with no shipping & handling allowance. International shipments are F.O.B. City of Industry, California only. Shipments are normally sent freight collect, if customer requests shipment sent prepay and charge, 30% freight surcharge will be added. A \$10.00 surcharge per package is added to Parcel Post and United Parcel Shipments.

Quotation Terms:

Quotations protected for 30 days from date of quotation. If an order is received within this period, the material must be released for shipment within 60 days of date of order, otherwise prices will be those in effect at time of shipment.

Returned Goods:

A returned goods authorization is required for all returns. No material may be returned without written authorization. Transportation charges must be prepaid. Any cost associated with restoring product to saleable condition will be deducted from credit. A 35% restocking charge may apply. Credit will be issued to apply against future purchases only.

Special Orders:

Items other than standard, or those specially produced, cannot be cancelled or returned for credit.

Claims:

Any shortage or error in shipment must be reported within 30 days. Damaged or lost materials are the responsibility of the purchaser, and should be reported to the carrier at once.

Note:

The point of origin of the "Regularly Furnished" products is Potter Roemer - Fire Pro's choice. Specific origin requirements may result in an added charge.

The minimum order value is \$100 NET. In the event an order is received under that stated minimum order value, a \$25.00 "minimum invoice service charge" will be applied to the order but at no time will the minimum order exceed \$100.00 NET before shipping, handling and taxes. All service charges are non-refundable.

This price guide cancels all previous price guides and is subject to change at any time without notice. Possession of this price guide does not constitute an offer to sell.

Force Majeure:

Morris Group International companies will not be liable for any failure or delay in performing an obligation that is due to any of the following causes: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, transportation issues or generalized lack of availability of raw materials or energy.

Origin & Far Compliance:

SUPPLIER reserves the right to furnish either foreign or domestic material unless otherwise specified by the customer at the time of quotation and noted on the subsequent purchase order. Requirements for product compliance and certification with the Buy American Act, Buy America Act, and any other Federal Acquisition Regulation shall be noted on the purchase order. Failure to document domestic and federal procurement requirements on the purchase order shall result in PURCHASER assuming all liability and replacement costs for products determined to be non-compliant

Limited Warranty:

This is Potter Roemer - Fire Pro's only express written warranty. No other express warranties or additions in the warranty are valid. The remedy stated in this warranty is the only remedy available under this warranty. To the extent permitted by law, Potter Roemer - Fire Pro disclaims all liability concerning the product, except as provided in this express warranty and in the implied warranties accompanying the product. This warranty is limited in duration to a period ending one year from the date of shipment from the factory. The following warranty is

applicable to all new products sold by Potter Roemer - Fire Pro which become inoperative or unuseable due to defects in original material or workmanship, and is limited to the original purchaser, hereinafter referred to as "you". Potter Roemer - Fire Pro warrants that it will replace, without cost, any defective item received by Potter Roemer - Fire Pro at City of Industry, California, which is shipped at your expense and which is received within the covered period of warranty.

Note: The warranty period begins on the date of shipment from the factory and lasts for a period of twelve (12) months. If you have a defective product, you should telephone or write the main office in City of Industry, California and request a "Returned Goods Authorization" form. Potter Roemer - Fire Pro will assume the expense of transportation between the factory and place of original shipment for returning the product replaced, pursuant to the warranty; however, Potter Roemer - Fire Pro reserves the right to charge for handling and shipping on any in-warranty return where inspection indicated no defect in material or workmanship.

Potter Roemer - Fire Pro shall not be responsible for the cost of labor or material not installed or replaced at the factory, without written authorization from its City of Industry office.

Potter Roemer - Fire Pro reserves the right to make changes in design, or to make additions to, or improvements in its product without incurring any obligations to incorporate or install such design changes, additions or improvements in, or on products previously manufactured or sold.

The above warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Your remedy against Potter Roemer - Fire Pro for failure of the products for any reason is limited, to the extent permitted by law, to replacement without cost, plus return shipping, as provided in this warranty. All incidental and consequential damages are hereby excluded. Some states do not allow the exclusion of incidental and consequential damages or limitation on the length of an implied warranty, so the above limitations or exclusions may not apply to you.

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