

Lean Material Flow Systems Carts, Conveyors, Lifts Terms and Conditions

Prices

Prices are net 30 days, no cash discount allowed, unless specified on the invoice. K-Tec, hereinafter called the Seller, may change the method of payment if in its judgment extension of such terms is not justified. The Seller also reserves the right to change prices at any time without notice. Prices will be those in effect at the time the order is entered at the Seller's factory office. All orders are subject to final acceptance at the Seller's factory office.

Prices do not include taxes and all prices are subject to the addition of any tax, which the Seller at any time is required by law to pay or collect by reason of the sale, purchase, rental, loan or use of the products.

Prices include domestic packing or packaging per the Seller's standard practice. Additional export boxing charges, where applicable, are to be added to the standard prices.

Parts Policy

Minimum billing:

Standard Parts - \$50.00

Custom Parts - \$300.00 per line item

Orders less than \$1,000.00, credit card only
Orders \$1,000.00 or more, credit card or P.O.

Custom parts orders \$1,000.00 or more require 50% down with order.

Transfer of Title

Domestic Shipments

All shipments are made F.O.B. point of shipment. Title to the shipment is transferred to the Buyer at the time the carrier accepts the freight.

Export Shipments

All export shipments, except those using negotiable bills of lading, are made FCA, free carrier-named U.S. point. On these types of export shipments, title to the shipment is transferred to the Buyer at the time the goods are delivered into the charge of the export carrier or transport terminal acting on behalf of the carrier, at named point.

Shipping and Delivery

Shipment will be made from Cleveland, OH at the Seller's discretion. Expense of shipment will be as follows:

Shipping and handling will be charged to the Buyer by prepaying and adding to the invoice or shipping collect at the request of the Buyer. The Buyer may choose to schedule and pay for the carrier of their choice or pick up in their own trucks.

All additional charges for other than transportation, such as insurance, storage, carrier notification to consignee, special equipment/handling at delivery, or C.O.D. fees will be at the Buyer's expense.

Exceptions

All replacement parts: shipping and handling charges will be prepaid by K-Tec regardless of net value provided the shipping point is within the forty eight contiguous U.S. States.

Cancellation of Orders

Standard Items

Purchase orders for normal quantities of standard items normally carried for stock shipment are not subject to cancellation prior to shipping.

Special Items

Purchase orders for extraordinary quantities of standard items or any special items designed or manufactured at the customer's request are subject to cancellation charges.

The Buyer will pay for all work done by the Seller, related to the contract, before the cancellation was received.

Return of Unused Products

A buyer, who wishes to return unused material to the K-Tec factory, may do so as follows:

Conditions of Return

The products must be unused, undamaged and normally kept in K-Tec's stock; special order sales are final.

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Products may not be returned more than one year after date of shipment; replacement parts may not be returned after six months.

Restocking Charges

Buyer will pay all transportation charges plus the greater of the restocking charges as follows:

50% of the current published price sheet price or \$50.00 minimum.

Statement of Limited Warranty

K-Tec warrants to the final purchaser (end-user) of all new K-Tec products that they will be free of defects in material and workmanship. This warranty is void if K-Tec or its authorized industrial distributors determine that the products have been subject to improper installation, care or abnormal operation.

Warranty Period

K-Tec will assume both parts and labor expense of correcting defects during the warranty period as stated below. All warranty periods begin from the date of purchase by the original end-user or from the date of manufacture, if the original invoice cannot be provided, and are as follows:

1st Year

All K-Tec products: parts & labor

2nd Year

All K-Tec products: parts only

90 Days

All original K-Tec replacement parts

Equipment manufactured for and not modified by K-Tec is subject to the warranty terms and conditions of the original manufacturer.

Conditions of Warranty

Obtain Warranty Coverage

The purchaser must contact K-Tec or its authorized distributor about any defect claimed under K-Tec's warranty terms. K-Tec or its authorized distributors will make the determination of a valid warranty. Any

accepted defect will be repaired or replaced at K-Tec's option.

Freight

At K-Tec's request, the purchaser must return defective products to the distributor. At their expense, the customer will cover freight costs to return any claimed defective product to the K-Tec factory. If the product is found defective, K-Tec will reimburse the customer (at normal freight rates) for the inbound shipment and return the repaired units to the customer at K-Tec's expense.

Field Analysis

From time to time the customer may deem it necessary for K-Tec to witness claimed defective units on-site at their plants. The customer will pay for all round trip travel and per diem expenses (estimated by K-Tec before hand). If the claimed units are found defective, K-TEC will reimburse the customer for the full amount of the expenses incurred.

Limitations

K-Tec will not accept responsibility for repairs made outside of K-Tec or through an authorized distributor.

K-Tec's liability under this warranty shall not exceed the cost of correcting the defect of the product.

K-Tec will not be liable for incidental or consequential damages (such as loss of business, etc.) caused by the defect or the time involved to correct the defect.

THIS WRITTEN WARRANTY IS THE ONLY EXPRESS WARRANTY PROVIDED BY K-TEC WITH RESPECT TO ITS PRODUCTS. WARRANTIES IMPLIED BY LAW, SUCH AS THE WARRANTY OF MERCHANTABILITY, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY FOR THE EQUIPMENT INVOLVED.

THIS WARRANTY GIVES THE PURCHASER SPECIFIC LEGAL RIGHTS. THE PURCHASER MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.