

BLÜCHER Terms & Conditions

FREIGHT TERMS:

Shipments from the factory of less than \$5,000.00 net are F.O.B. factory. Factory shipments over \$5,000.00 net will be prepaid and allowed within the continental United States when made at the lowest motor carrier transportation rate.

TERMS OF SALE:

All sales within the United States or within Canada are F.O.B. (shipping point). All international sales are F.O.B. (origin port).

PAYMENT TERMS:

Invoices are due and payable 30 days from the date of invoice. A 2% cash discount is allowed on net amount of invoice if paid on or before the 10th of the following month. Invoices dated on or after the 25th will be considered as dated the first of the next month.

PURCHASE ORDER FORMS:

Orders submitted on customer's own purchase order forms will be accepted only with the express understanding that no statements, clauses, or conditions contained in said order form will be binding on the seller if they in any way modify the seller's own terms and conditions of sales.

STOCKING WHOLESALE MINIMUM CHARGE:

A minimum billing charge of \$75.00 applies to shipments F.O.B. factory. Stocking Wholesaler Customers are encouraged to order sufficient material to avoid this charge which is necessitated by increased costs of processing small orders.

SPECIAL PRODUCTS:

Orders for special or modified products are non-cancelable and non-returnable. In the event that the customer cancels an order for such products, BLÜCHER shall charge the customer an amount equal to BLÜCHER'S costs and expenses incurred in performing the purchase order prior to receipt of notice of cancellation.

LIMITED WARRANTY:

BLÜCHER (the "Company") warrants each product to be free from defects in material and workmanship under normal usage for a period of one year from the date of original shipment. In the event of such defects within the warranty period, the Company will, at its option, replace or recondition the product without charge.

THE WARRANTY SET FORTH HEREIN IS GIVEN EXPRESSLY AND IS THE ONLY WARRANTY GIVEN BY THE COMPANY WITH RESPECT TO THE PRODUCT. THE COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. THE COMPANY HEREBY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The remedy described in the first paragraph of this warranty shall constitute the sole and exclusive remedy for breach of warranty, and the Company shall not be responsible for any incidental, special or consequential damages, including without limitation, lost profits or the cost of repairing or replacing other property which is damaged if this product does not work properly, other costs resulting from labor charges, delays, vandalism, negligence, fouling caused by foreign material, damage from adverse water conditions, chemical, or any other circumstances over which the Company has no control. This warranty shall be invalidated by any abuse, misuse, misapplication, improper installation or improper maintenance or alteration of the product.

Some States do not allow limitations on how long an implied warranty lasts, and some States do not allow the exclusion or limitation of incidental or consequential damages. Therefore the above limitations may not apply to you. This Limited Warranty gives you specific legal rights, and you may have other rights that vary from State to State. You should consult applicable state laws to determine your rights. SO FAR AS IS CONSISTENT WITH APPLICABLE STATE LAW, ANY IMPLIED WARRANTIES THAT MAY NOT BE DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO ONE YEAR FROM THE DATE OF ORIGINAL SHIPMENT.

RETURNED GOODS RESTOCKING CHARGE:

No material shall be returned without authorization. Returns are limited to a maximum of 10% of the total Purchase Order value. When credit is issued it will be at the price charged, or prevailing price if lower, less handling charges based on costs of reconditioning, boxing, etc. However, a minimum 25% handling charge will apply. A minimum handling charge of \$35.00 is applied whenever the 25% handling deduction does not total \$35.00. Products which are obsolete or made to special order are not returnable.

NOTE:

Prices and terms are subject to change without notice and supersede all previous quotations. BLÜCHER reserves the right to change or modify product design or construction without prior notice and without incurring any obligation to make such changes and modifications on products previously or subsequently sold. All dimensions shown in this catalog are subject to manufacturing tolerances. See your **BLÜCHER** representative for any clarification.