

# Condition of Sale & Warranty

## LIMITED WARRANTY

Morpac (Company) warrants to Purchaser that the apparatus to be delivered hereunder will be free from defects in material and workmanship under normal usage and service for one year after energization, but not to exceed 18 months from date of shipment. Longer warranty periods of up to 5 years are available at additional cost. Upon notice from Purchaser of a warranty claim the Company will correct defective part(s) by repair or replacement at the discretion of the Company. Any transportation charges, labor for removing, reinstalling the equipment and costs related to providing access to the equipment shall be the responsibility of the customer. Correction in this matter shall constitute a fulfillment of all liabilities of the Company with the respect to the quality of the product. If the Company does not make such repair or replacement, the Company's liability for damages on account of any claimed defect shall in no event exceed the purchase price of the product. This warranty is exclusive and in lieu of all other warranties whether written, oral, or implied (including any warranty or merchantability of fitness for purpose). All implied warranties which may arise by implication of law or application of course of dealing or usage of trade including, but not limited to, implied warranties of merchantability or fitness for a particular purpose, noninfringement or otherwise are expressly excluded. In no event shall the Company be liable or responsible for any consequential damages even if the Company has been advised of the possibility of same. The Purchaser is solely responsible for the suitability of the product for any particular application.

## PREPAID FREIGHT

Freight prepaid and allowed on orders over \$15,000.00 in the continental USA. Product will be shipped by most economical method. Orders not meeting the \$15,000.00 minimum will be shipped with freight prepaid and added to invoice or shipped collect depending on Purchaser's preference. Morpac is only liable for freight damage claims if product is shipped FOB destination and only if Purchaser notes damage on freight bill of lading or similar and accepted freight receipt form.

## SALES TAX

The Company's prices do not include sales, use, excise, or similar taxes. Consequently, in addition to the price specified herein, the amount of any present or future sales, use, excise, or other similar tax applicable to the sale of the apparatus hereunder shall be paid by the Purchaser, or in lieu thereof the Purchaser shall provide the Company with a tax exemption certificate acceptable to the taxing authorities.

## RETURNS & CANCELLATIONS

Factory written approval is required for all returns. Returns are subject to freight and restocking charges. Cancellation charges are based on manufacturing and engineering costs incurred as of the date of cancellation.

## FIELD SERVICE

A Field Service Engineer is available for a daily fee, plus transportation, lodging and meal costs. Charges are from time of departure until time of return. Consult Morpac for current field service rates.

## DELIVERY

Shipping dates are approximate and are based upon prompt receipt of all necessary information. The Company shall not be liable for delays in delivery or failure to manufacture or deliver (1) due to causes beyond its reasonable control, or (2) due to acts of God, acts of the Purchaser, acts of civil or military authority, priorities, fires, strikes, floods, epidemics, war, riot, delays in transportation, or car shortages, or (3) inability due to causes beyond its reasonable control to obtain necessary labor, materials, components, or manufacturing facilities. In event of any such delay the date of delivery shall be extended for a period equal to the time lost by reason of the delay.

## LIMITATION OF LIABILITY

In no event shall the Company be liable for special or consequential damages. The Company's liability or any other claim for loss or liability arising out of or connected with this contract, or the manufacture, sale, delivery, resale, or use of any apparatus covered by this contract (including, but not limited to, loss or liability arising from breach of contract) shall in no case exceed the unit price of such apparatus or part thereof involved in the claim, except as provided in the paragraph entitled "Limited Warranty."

## MINIMUM ORDER

A minimum charge of \$100.00 is required on all orders.