

**GLEASON AVERY CORPORATION – AUBURN, NEW YORK  
TERMS AND CONDITIONS**

**Terms of Payment:**

Net thirty (30) days from date of invoice; F.O.B. point of shipment. A service charge of .05% per day (1-1/2% monthly, 18% annually) will be charged on all past due invoices (beyond 30 days).

**Sales and Other Taxes:**

Prices quoted herein include domestic packing only, and do not include sales, use, excise or similar taxes and custom duties. Consequently, the amount of any present or future sales, use, excise or other similar taxes or custom duties applicable to the sale of the product(s) hereunder shall be paid or reimbursed to Gleason-Avery by Purchaser, or in lieu thereof, Purchaser shall provide Seller with a tax exemption certificate acceptable to the taxing authorities.

**Changes and Cancellations:**

All orders placed hereunder and accepted by Gleason-Avery shall be firm. If Purchaser requests changes in design or specification of equipment on order, or for any reason stops work-in-progress, Gleason-Avery's costs of complying with Purchaser's request shall be borne by Purchaser. Further, Gleason-Avery will, on request of Purchaser, agree to the cancellation in writing in whole or in part of such orders provided Purchaser shall compensate Gleason-Avery for the latter's actual costs, commitments to others and normal overhead, up to and including the date such request is received by Gleason-Avery, plus a reasonable profit on all items for which cancellation is requested.

**Acceptance and Quotations:**

No order or purchase agreement shall be deemed accepted or entered into until accepted by Gleason-Avery at Auburn, New York, and such accepted orders shall constitute contracts made in New York and subject to the laws thereof. Written quotations are subject to confirmation by Gleason-Avery at Auburn, New York and shall automatically expire thirty (30) calendar days from the date issued and are subject to termination by notice within that period.

**Force Majeure:**

Gleason-Avery's performance hereunder is subject to acts of God, acts of Purchaser, acts of civil or military authority, priorities, government requirements or regulations, accident, explosion, fire, windstorm, flood or other casualty, strike, lockout or other labor difficulty, riot, war, Insurrection, epidemics, quarantine restrictions, shortage of or inability to obtain labor, materials or production or transportation facilities, delays, Interruptions in transportation, extraordinary inflation in cost of Gleason-Avery's performance, and all other disabling causes without regard to the foregoing enumeration beyond Gleason-Avery's reasonable control, and Gleason-Avery shall not be liable for any incidental, special or consequential damages caused by or arising from any failure or delay in manufacture, shipment or delivery of products resulting therefrom. The terms of this Agreement, including the date for delivery, shall be deemed suspended so long as any such cause prevents or delays Gleason-Avery's performance.

**International Sales:**

Unless otherwise agreed in writing and signed by Purchaser and Gleason-Avery, international sales are subject to special terms of payment and require the opening of an irrevocable letter of credit for the full amount of deposit in an American bank acceptable to Gleason-Avery, payable upon presentation of shipping documents, at time of shipment. Packing equipment for export and transportation cost to point of departure from U.S. is not Included in pricing, but is a separate additional cost. Minimum order in \$250.00 net.

**Miscellaneous:**

Claims for shortages, deductions or corrections will not be considered unless presented within ten (10) days after receipt of goods.

Promises of delivery are estimated as accurately as current conditions will permit. Goods will be shipped as soon as completed and ready for shipment regardless of estimated date of shipment.

Designs and specifications shown in catalogs or literature are subject to change without notice.

Dimensions given in our published literature and catalogs are as close to actual practicable but are not guaranteed. No claim will be allowed because of any discrepancy between actual dimensions of material shipped and listed data.

We reserve the right to correct clerical or stenographic errors in quotations, orders, acknowledgements, invoices or other documents.

Minimum order domestic and Canadian is \$50.00 net; *orders under \$30.00 net will be invoiced at the minimum order price.*

**WARRANTY**

Gleason-Avery warrants its products to be free from defects in material or workmanship over a period of one (1) year from date of shipment from its factory.

If any product is found unsatisfactory under this warranty, the purchaser should notify Gleason-Avery in writing or phone, and after receipt of Gleason-Avery's shipping approval, the purchaser may return it directly to Gleason-Avery's factory in Auburn, New York, shipping charges prepaid.

Such products will be inspected by Gleason-Avery and if determined defective due to material or workmanship shall be replaced or put in proper operating condition, free of all charges, including ground freight, and a credit will be allowed for ground freight to Gleason-Avery. The correction of any defects by repair or replacement by Gleason-Avery shall constitute fulfillment of all obligations and liability of Gleason-Avery to the purchaser under this Warranty.

Gleason-Avery is not responsible for damage to its products through improper installation, maintenance, use or attempts to operate it beyond its mechanical or electrical capacity intentionally or otherwise, or for unauthorized repair including freight charges.

Any failure to notify Gleason-Avery of unsatisfactory operation, or any improper or unauthorized installation, maintenance, use, repair or adjustments, shall terminate this warranty and shall relieve Gleason-Avery from any further responsibility thereunder.

Gleason-Avery shall not be liable for special or consequential damages in any claim, action, suit or proceedings arising under this warranty, nor shall there be any liability thereunder for claims for labor, loss or profit or good will, repairs or other expenses incidental to replacement.

**The foregoing warranty is exclusive and in lieu of any and all other warranties, expressed or implied. No warranty of merchantability, no implied warranty of fitness for any particular purpose, and no implied warranty arising by usage of trade, course of dealing or course of performance is given by seller or shall arise by or in connection with this sale and/or the seller's and/or buyer's conduct in relation thereto or to each other, and in no event shall the seller be liable on any such warranty with respect to any product.**