

D.M.R. Associates, Inc.

TERMS AND CONDITIONS

D.M.R. Associates, Inc. is a manufacturers agent representing the various suppliers quoted in this proposal. Acceptance of this proposal is deemed to be acceptance of the terms and conditions set forth by the various suppliers represented herein.

PRICE POLICY: Quotations are subject to acceptance within thirty (30) days from date of quotation.

TERMS: Terms of payment are subject at all items to the approval of our suppliers Credit Department.

CLAIMS: The responsibility of **D.M.R. Associates, Inc.** and their suppliers ceases upon delivery of goods in good order to the carrier. Claims for factory shortages will not be considered unless made in writing to **D.M.R. Associates, Inc.** within ten (10) days after receipt of the goods and accompanied by reference to our bill of lading and factory order numbers. As all goods are shipped at customers risk, any claims for damage or shortage in transit must be filled by customer against the transportation company.

TAXES: The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by the customer in the same manner and with the same effect as if originally added thereto.

CANCELLATIONS: Accepted orders are not subject to cancellation without **D.M.R. Associates, Inc.** and suppliers being reimbursed for any and all expenses.

DELAYS: **D.M.R. Associates, Inc.** and suppliers shall not be liable for any delays caused by riots, strikes, fires, floods, lack of transportation, accidents, or any other contingency beyond its control.

PRODUCT CHANGES: In the interest of continuous product improvement, **D.M.R. Associates, Inc.** and suppliers reserve the right to change specification and/or design without incurring obligation.

RETURNED GOODS: Goods may not be returned except by permission of authorized officials of D.M.R. Associates, Inc. at Gaithersburg, Maryland and when so returned will be subject to a handling charge and transportation costs.

Authorization return goods should be returned to suppliers as directed by **D.M.R. Associates, Inc.** depending on point of origin. Return shipments should not be directed to Gaithersburg, Maryland.

WARRANTY: **D.M.R. Associates, Inc.** and suppliers warrants products of its manufacture to be free of defects in material and workmanship if properly installed, cared for and operated under normal conditions, with competent supervision. **D.M.R. Associates, Inc.** and supplier's obligation under this warranty is limited to making good at its factory any part or parts thereof which shall, within one year after shipment of its products to the original purchaser be returned to its factory with transportation charges prepaid, and which upon examination shall appear to **D.M.R. Associates, Inc.** and supplier's satisfaction to have been thus defective. Correction of such defects by repair or replacement shall constitute fulfillment of all obligations to purchaser, and **D.M.R. Associates, Inc.** and suppliers shall not be liable for loss, damage or expenses directly or indirectly arising from the use of its product or from any other cause. **D.M.R. Associates, Inc.** and suppliers assume no liability for expenses or repairs made outside of its factory except by written consent. No liability whatsoever shall attach to the seller until said products have been paid for. (See Warranty Certificate for additional four-year warranty on compressorized products.)

The above warranty supersedes and is in lieu of all other warranties including any warrant of merchantability expressed or implied and no person, agent or dealer is authorized to give any warranties on behalf of **D.M.R. Associates, Inc.** and suppliers nor to assume for **D.M.R. Associates, Inc.** and supplier any other liability in connection with any **D.M.R. Associates, Inc.** and suppliers products.

D.M.R. Associates, Inc. and suppliers make no warranty whatsoever with respect to motors, switches, controls or accessories, inasmuch as they are warranted separately by their respective manufacturers.

Motors, belts, drives and controls are warranted by their respective manufacturers and **D.M.R. Associates, Inc.** and suppliers are not liable for field labor required for repair of aforementioned items in the first year of operation or any time thereafter.

IN CONCLUSION: All orders accepted by **D.M.R. Associates, Inc.** and suppliers are with the express condition that the purchaser agrees with the terms and conditions appearing on the face and reverse side hereof. **D.M.R. Associates, Inc.** and suppliers' failure to object to the provisions contained in the customers purchase order or other communications shall not be deemed a waiver of the terms or conditions hereof not acceptance of such provisions. No representations or guarantees other than those contained herein shall be binding upon **D.M.R. Associates, Inc.** and suppliers unless made in writing and signed by an official of D.M.R. Associates, Inc. and suppliers.