

## TERMS AND CONDITIONS OF THIS OFFER AND ACCEPTANCE

The terms and conditions stated below shall constitute a part of the agreement for the whole or any part of the apparatus covered by this order, this acknowledgment or invoice unless expressly excepted in writing by ARI Industries, Inc. (ARI),

**1. WARRANTY.** ARI warrants each unused Thermocouple, Resistance Temperature Detector, other Temperature Sensors, Thermocouple or Extension wire (bare, insulated or cabled) and Electric Heater to be free at the time of sale by ARI from all defects in material and workmanship. ARI shall repair or replace at its option any such item which ARI determines to contain any such defect, if such item is returned to ARI unused and in proper packaging with cost of transportation to ARI prepaid within 30 days of the date of sale of such item by ARI.

Limits of error as defined in ASTM E230 apply to Thermocouples only at the time of delivery. The customer acknowledges that the calibration of a Thermocouple may change during use. The magnitude of the change can depend on factors such as time/temperature relationship and conditions of usage. Therefore ARI does not warrant that the calibration will remain constant during usage.

ARI Heating Products are warranted to be free from defects in material and workmanship at the time of delivery. As proper installation and temperature control of Heaters is mandatory, and as we have no control over installation or use, ARI cannot warrant against open circuits due to overheating during usage.

ARI warrants that each Electrical instrument which bears its name (excluding all expendable parts e.g. fuses, etc) shall be free at the time of sale by ARI of all defects in material and workmanship. ARI shall repair or replace at its option any such instrument or the components of any such instrument which ARI determines it contain such a defect, if such instrument is returned to ARI in proper packaging with the cost of transportation to ARI prepaid within one year after the date of sale by ARI or in the case of galvanometers or digital displays with 90 days after the date of sale of such instrument by ARI.

**THE FOREGOING WARRANTIES APPLY ONLY TO GOODS WHICH ARE NOT ABUSED, DAMAGED, TAMPERED WITH OR USED INSTALLED OR MAINTAINED OTHER THAN IN ACCORDANCE WITH ANY APPLICABLE DRAWINGS OR INSTRUCTION MANUALS OF ARI THE FOREGOING WARRANTIES CONSTITUTE THE ONLY WARRANTIES WHICH EXIST WITH RESPECT TO ANY PRODUCTS MANUFACTURED AND/OR SOLD BY ARI OR TO ANY SERVICES PROVIDED BY ARI. THERE BEING NO OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED IN FACT OR IN LAW, WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR PURPOSE OR OTHERWISE. IN NO EVENT SHALL ARI BE LIABLE FOR CONSEQUENTIAL DAMAGE. NO AGENT OR REPRESENTATIVE IS AUTHORIZED TO ASSUME FOR ARI ANY LIABILITY AS TO WARRANTIES.**

**2. TAXES.** The amount or amounts of taxes or other governmental charges upon production, sale, and/or shipments of the goods sold hereunder, now imposed by any government authority or hereafter becoming effective shall be paid by the purchaser.

**3. PRICING.** PRICES QUOTED SHALL BE SUBJECT TO CORRECTION FOR ERRORS AND ARE IN U.S.A. DOLLAR CURRENCY. PRICE IS FOB, SHIPPING POINT. INVOICES ARE PAYABLE IN 30 DAYS FROM DATE OF SHIPMENT.

**4. CANCELLATION.** Orders accepted shall not be subject to cancellation except on terms that shall protect ARI from loss

**5. RETURNS AND SHORTAGES.** Material may be returned for credit in accordance with written authorization previously obtained from ARI and shall be subject to handling charges to be determined by ARI. Returns must be made within 30 days of the date of any such authorization. Goods that are produced in accordance to customer specifications in any way shall not be returned to ARI. All claims for shortages or incorrect material must be made within 10 days after receipt of the goods to which such claim pertains.

**6. SHIPMENT AND DELIVERIES.** Shipping dates are approximate and based upon prompt receipt of all necessary information and approval of samples or prototypes, when deemed necessary by ARI.

ARI shall not be liable for delays in manufacture or delivery of its products that may arise from causes beyond its reasonable control. All goods are shipped at the purchaser's risk. While every reasonable precaution is taken in packing, ARI is NOT RESPONSIBLE for goods damaged or lost in transit. Claims to recover such loss or damage must be filed with the carrier by the purchaser.

Unless otherwise instructed, shipments will be made via Prepaid Parcel Post or Prepaid United Parcel service (UPS) or Best Surface Method Collect. Shipments will be insured only upon customers request.

Partial shipments may be made unless advised otherwise by customer.

**7. DRAWINGS AND INSTRUCTION MANUALS.** ARI agrees to furnish, where available, one set of necessary drawings as well as information and instructions for the installation, operation and maintenance of the goods referred to herein. Additional copies and/or reproduction of drawings, instruction manuals, etc. can be supplied at ARI's standard cost. All such drawings information, and instruction shall be the property of ARI and shall be furnished to Customer in confidence for use solely in connection with the installation, operation, and maintenance of the goods. Customer shall not cause or allow to be furnished to anyone outside its organizations any such drawings, information, or instructions. Any drawings or manuals required solely for a specific contract shall be quoted at prevailing rates.

**8. QUANTITY VARIATIONS.** Due to allowances in manufacturing processes for wire and cable and similar products, ARI reserves the right to ship a variation of  $\pm 10\%$  from the quantity of such goods ordered.

**9. DAMAGES.** In the event of any breach or violation by ARI of this quotation or any subsequent contract for the sale of the goods referred to herein or any provision of such quotation or contract, ARI shall not be liable for prospective profits or special, indirect, or consequential damages. In no event shall ARI's liability to Customer exceed the purchase price of the particular goods causing such liability or to which such liability pertains. Customer agrees to indemnify and save harmless ARI with respect to all claims, actions and causes of action for loss or injury, or death of any property or persons in connection with the use of any goods referred to herein.

**10. FORCE MAJEUR.** ARI shall not be deemed to have breached or violated this quotation, any contract for the sale of goods referred to in this quotation or any provision of such quotation or contract if such breach of violation is caused in whole or in part, directly or indirectly, by any act of God or the public enemy, perils of the sea, flood, fire, drought, war, riot, sabotage, compliance with any direction of any governmental official or agency, strike or other labor dispute, shortage or failure of any supplies of materials, or any cause beyond the control of ARI.

**11. APPLICABLE LAW.** This quotation and any subsequent contract pertaining to goods, referred to herein, shall be construed in accordance with and governed by the laws of the State of Illinois.