



Electro-SteAM Corporation Conditions of Sale and Warranty

These terms and conditions apply to all goods or services Seller provides. Seller recognizes no other terms and conditions unless approved in writing by Seller's authorized representative. Seller rejects any additional terms and conditions that may be contained in any document provided previously or subsequently by your company.

CHANGES: Changes made after fabrication has begun shall be submitted in writing, signed by the purchaser. Purchaser agrees to pay the cost of any changes. The specifications and prices are subject to change without notice.

CLAIMS: Title passes to the buyer upon delivery to the carrier, unless otherwise indicated. Safe delivery is the responsibility of the carrier. Damaged merchandise, if accepted, should be noted on the delivery receipt and on the freight bill before acceptance of shipment. Make claim promptly.

CONTINGENCY: All contracts are contingent upon fire, strikes, accidents, delays in transit, act of God or other causes beyond our control.

LOCAL CODES: ELECTRO-STEAM GENERATOR CORPORATION DOES NOT ASSUME RESPONSIBILITY OR COST OF FIELD CHANGES TO ITS PRODUCTS TO MEET LOCAL OR STATE CODES. WE WILL BE GLAD TO QUOTE ANY REQUESTED REQUIREMENTS.

FREIGHT TERMS: F.O.B. FACTORY, NO FREIGHT ALLOWED. All charges for unloading and transportation to job site are at the buyer's expense. **INSTALLATION:** No installation or job supervision charges are included.

ORDERS: All orders resulting from this quotation are subject to acceptance by the factory. No production will begin until receipt of purchaser's signed order and credit approval.

PAYMENT TERMS: Within Continental U.S.A., net 30 days, with approved credit from the date of invoice (not date of arrival of goods). Payment in full without retainer and/or any unauthorized sums deducted is expected.

RETURNS OF MATERIAL: No goods will be accepted for return without a return authorization number from the factory. A 25% restocking fee is charged on returns, freight prepaid.

TAXES: No taxes of any kind are included. All prices herein and/or contracts shall be subject to increase without notice by the amount of present or future sales or excise tax levied or charged, either by Federal, State or any other assessing agency.

PATENT INDEMNITY:

In the event of a claim against the purchaser which charges that the equipment from Electro-SteAM Generator Corporation infringes a U.S. patent subsisting when the equipment was shipped, Electro-SteAM Generator Corporation shall, at its sole option, procure for the purchaser the right to use the equipment; or replace the equipment with non-infringing equipment; or modify the equipment to be non-infringing; or remove the equipment and refund the purchase price, less depreciation at the rate of fifteen percent (15%) per year or defend, at its own expense, all suits instituted against the Purchaser insofar as same are based upon any claim that the purchaser's operation of the equipment, or any part thereof, is an infringement of a U.S. patent under the proviso that: (a) Electro-SteAM Generator Corporation be notified, in writing, by purchaser promptly upon assertion of claim; (b) Electro-SteAM Generator Corporation be given authority by Purchaser to assume full and exclusive control of the defense and settlement of the claim or suit; and (c) purchaser provides all information and assistance to Electro-SteAM Corporation, at purchaser's expense, as is reasonably necessary for the defense of the claim or suit. Electro-SteAM Generator Corporation may, at its option, intervene in any suit or action brought against the purchaser on such claim.

THE FOREGOING STATES ELECTRO-STEAM GENERATOR CORPORATION ENTIRE LIABILITY FOR CLAIMS OR PATENT INFRINGEMENT. Electro-SteAM Generator Corporation shall have no liability whatsoever if the claim of infringement arises out of Electro-SteAM Generator Corporation's compliance with purchaser's specifications. Electro-SteAM Generator Corporation shall have no liability whatsoever if a claim of infringement is based upon the purchaser's use of the equipment as part of a patented combination where other elements of the combination are not supplied by Electro-SteAM Generator Corporation, or in the practice of a patented process.

ELECTRO-STEAM GENERATOR CORPORATION LIMITED WARRANTY:

Electro-SteAM Generator Corporation fully warrants that all equipment and service supplied shall conform to the description in the quotation and agrees to repair or replace F.O.B. shipping points any parts, excepting expendable items, that fail due to defects in material or workmanship. The pressure vessel; (steam chamber) are warranted to the original Purchaser for a period of five years from the date of shipment from our factory. Mechanical and electrical components, along with accessories and hoses, are warranted for a period of one (1) year from date of shipment from our factory. **IN NO EVENT SHALL ELECTRO-STEAM GENERATOR CORPORATION'S WARRANTY BE EXTENDED BEYOND THE WARRANTY LIABILITY PROVIDED BY THE SUPPLIER OR MANUFACTURER OF COMPONENT PARTS INCORPORATED IN THIS EQUIPMENT. THERE ARE NO OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NO BY WAY OF LIMITATION ARE THE IMPLIED WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE AND MERCHANTABILITY,**

All claims for incorrect products or replacement must be made and settled prior to installation. Electro-SteAM Generator Corporation assumes no liability for the expense of repairs made outside its factory. Any claims for labor and/or parts will be denied unless written authorization is given by Electro-SteAM Generator Corporation prior to work being done.

IT IS UNDERSTOOD AND AGREED THAT ELECTRO-STEAM GENERATOR CORPORATION'S LIABILITY, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE, SHALL NOT EXCEED THE COST OF REPAIR OR REPLACEMENT, F.O.B. SHIPPING POINTS OF DEFECTIVE PARTS. UNDER NO CIRCUMSTANCES SHALL ELECTRO-STEAM GENERATOR CORPORATION BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. THE PRICE STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING ELECTRO-STEAM GENERATOR CORPORATION'S LIABILITY. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS OF THIS AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. THE WARRANTY FOR THIS EQUIPMENT OR SERVICE PROPOSED IN THIS QUOTATION IS AS STATED IN THE AFOREMENTIONED PARAGRAPHS, IT IS NOT RESTATED NOR DOES IT APPEAR IN ANY OTHER FORM.

This warranty supersedes all prior verbal or written warranties

INSURANCE: Buyer represents that they have a program of Insurance which adequately protects their interest, and that of their employees and agents, including damage to plant, property and equipment, personal injury of any kind, directly or indirectly related in any way to the equipment, service, repair or parts supplied by Seller. Accordingly, Buyer waives any claim against Seller for the foregoing, and on behalf of its Insurance Company, any right of subrogation in connection therewith.

LAW: This Agreement shall be governed by the internal laws of the State of New Jersey, USA, and any disputes arising under these Terms & Conditions shall be resolved in the state or federal courts in Camden, New Jersey for the U.S. District Court or Burlington County for the state courts in the State of New Jersey.
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