



## TERMS AND CONDITIONS

### **Prices:**

Quoted prices and discounts apply only to the specific quantities of items or specific services stated and do not include any taxes, transportation charges, special packaging or labeling or other miscellaneous items or services not specified. Prices are subject to corrections for errors. When so stated on the quotation or order acknowledgment, prices invoiced will be those in effect at the time of shipment. All prices quoted are in United States of America currency.

### **Acceptance:**

Quoted prices are contingent upon the acceptance of all terms and conditions listed herein, unless otherwise stated in the quotation. All orders are subject to review and final acceptance by Southeast Thermal Systems.

### **Payment Terms:**

Payment terms are net cash 30 days from the date of the invoice, unless otherwise stated in the quotation or invoice. Credit card transactions are subject to a 3% required surcharge. All past due invoices are subject to a 1½% monthly finance charge (18% APR).

### **Taxes:**

The amount of tax or other governmental charges upon the production, sale, shipment and/or use of goods sold hereunder, now imposed by any governmental authority or hereafter becoming effective shall be added to the prices herein provided and shall be paid by the buyer.

### **Shipping:**

All orders are shipped FCA Ship Point. We ship EXW. Costs associated with packaging, handling, shipping, and insurance of equipment are not included in the quotation unless otherwise stated. These costs will be prepaid and added to the invoice unless otherwise specified or an alternate shipping/billing method is requested. In the absence of specific instructions, Southeast Thermal Systems (STS) will select the carrier. Title to the material and risk of loss shall pass to the buyer upon delivery thereof to the carrier or delivery service. Any shipment that is damaged during shipping is the buyer's responsibility to report to the shipping company. Claims against STS for shortages in the amount shipped must be made within five (5) days after arrival of shipment. Handling charge may apply for all freight collect shipments.

**Delivery:**

All shipment dates quoted are after receipt and acceptance of order, unless otherwise specified. Southeast Thermal Systems (STS) shall not be liable for delays, losses or failures of performance caused by fires, explosions, floods, other actions of the elements, strikes or other labor disputes from whatever cause arising, embargoes, riots, accidents, acts of public enemies, and/or rules, regulations, orders or acts of governments, delays of carriers, lack of transportation facilities, shortages of available fuel or other sources of energy, or of basic raw materials or any other causes beyond the reasonable control of STS. Southeast Thermal Systems shall in no event be liable for consequential or special damages arising out of delay due to any cause or for failure to give notice of any delay.

**Termination of Contract:**

Cancellations or stop work requests by Purchaser on any order or part thereof, must be made in writing. The purchaser agrees to pay STS standard contract labor rate for all labor incurred, and net material costs for all materials purchased for that order, including any restocking charges incurred.

**Quantity Discounts:**

Quantity discounts, where applicable, are computed separately for each item ordered and are based on the quantity of each item ordered at any one time. If the quantity ordered for an item is partially cancelled, an applicable discount, if any, will be adjusted to the discount allowable for the uncanceled quantity.

**Returns:**

No returns will be accepted without prior authorization by Southeast Thermal Systems.

**Variation in Quantity:**

In the manufacturing of products, it is necessary to allow for losses in production. With this in mind, we reserve the right to ship Variations in Quantity (VIQ). This VIQ will depend on the product line but will be similar to the chart below.

<b>Qty. Ordered</b>	<b>+/-</b>
1 - 4 Pcs.	0 Pcs.
5 - 10 Pcs.	1 Pc.
11 - 25 Pcs.	2 Pcs.
26 - 49 Pcs.	4 Pcs.
50+ Pcs.	5%

**Onsite Testing, Setup, and Training:**

Testing, commissioning, and training are not included and will be charged on a time & material basis unless otherwise stated herein.

**Travel and Expenses:**

Travel time, travel expenses, and living expenses are not included in the quote unless otherwise stated herein.

**Warranty/Limitation of Liability:**

Southeast Thermal Systems offers the manufacturers' warranty for all equipment manufactured to be free from defects in material and workmanship under normal use and service for a period of twelve (12) months from date of shipment. All parts or products not manufactured by the manufacturer will be covered only by the express warranty of the manufacturer of that component. The warranty does not extend to damage or wear caused by misuse, negligence, accident, corrosion, modification by the buyer, faulty installation, loss of product, or tampering in a manner to impair normal operation of the equipment. In no case shall Southeast Thermal Systems (STS) be liable for incidental or consequential damages, including, but not limited to loss of use, data, business income, damage to associated equipment, down time costs or the costs of substitute goods, facilities, and services. In no case shall STS be liable at any time for failures or damages arising from defects in any of the customer's equipment.