



## Terms and Conditions of Sale

Price for multiple documentation or export certifications not included unless indicated.

The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All quotations and agreements are contingent upon strikes, accidents, present availability of materials, force majeure and all other causes beyond our control. Prices are based on the costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance.

Typographical and stenographic errors subject to correction. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production.

Additional terms and conditions of sale are on reverse side or next page.

Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.

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### ACCEPTANCE:

All orders are subject to final acceptance by Southwestern Controls Division (hereinafter called Southwestern) of Southwestern Manufacturing Company, Houston, TX.

### PRICES:

Quotations are valid for thirty days, subject to withdrawal or change at any time prior to final acceptance and acknowledgment by Southwestern. Prices are F.O.B., Shipping Points, unless otherwise indicated on the face of the Quotation, for domestic shipments. For international sales and quotations, all prices are Ex Works originating factory unless otherwise stated. All international terms are based on and conforming with ICC Rules on shipping and documents. Prices are subject to re-negotiating in the event that customer requires a delivery later than that quoted, purchased equipment other than that quoted, or in any manner holds up either preparations or fabrication. We reserve the right to invoice the customer for any or all finished material ready for shipment, when held at customer's request or because of other reasons beyond our control. Every Sales, Use, or Excise Tax which Southwestern may be required by law to pay on or in connection with the sale, will be added to the price and/or the customer is to assume liability for payment thereof. All orders are subject to any Federal, State, or other Government regulation that is in effect or may become effective. Southwestern quoted prices are based on the cost to Southwestern for equipment quoted and/or in the event that terms and conditions are imposed on Southwestern that are in variance with the quoted terms and conditions, prices are subject to re-negotiating and in no case are to be less than the added cost to Southwestern due to such variations as to equipment, terms or conditions.

### DELIVERIES:

All promises of shipment are estimated as closely as possible, and best efforts will be used in every case to ship within the time promised, but there is no guarantee to do so. Schedules for deliveries commence with the date we receive authorization to proceed with the order; with receipt of all necessary dimensional information; or if "for approval" drawings are required, with the day approved drawings are received by Southwestern, whichever is latest.

### DESIGN:

Southwestern or its suppliers reserves the right to make minor changes in design and construction without notice. **The design of all equipment and system is considered proprietary.** All quotations, drawings, schematics, bills of material, and other written matter are furnished with the understanding that they are confidential for the use of the customer only and will not be reproduced or distributed except to customers' employees who may use the articles as part of their duties.

### CANCELLATION:

Orders accepted by Southwestern are not subject to cancellation by customer except with the written consent of Southwestern and upon terms which will indemnify Southwestern against loss or damage occasioned by such



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cancellation. Orders canceled in part or in whole by the customer for reasons beyond the control of Southwestern, are subject to cancellation charges.

### **WARRANTY AND WARRANTY RESTRICTIONS:**

Seller warrants that its products sold hereunder will, at the time of shipment, be free and clear of all liens and encumbrances and will be free from defects in material and workmanship and will conform to Southwestern's or Southwestern's supplier's applicable specifications or, if appropriate, to buyer's specifications accepted by Southwestern in writing. THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESSED OR IMPLIED BY OPERATION OF LAW OR OTHERWISE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. No representation or warranty, express or implied, made by any sales representative or other agent or representative of Southwestern which is not specifically set forth herein shall be binding upon Southwestern. Southwestern shall not be liable for any incidental or consequential damages, losses or expenses directly arising from the sale, handling or use of the goods or from any other cause relating limited to the repair or replacement (at Southwestern's option) of goods not complying with their agreement or, at Southwestern's election, to the repayment or crediting of buyer with an amount equal to the purchase price of such goods whether such claims are for breach of warranty or negligence. This warranty extends only to direct customers of Southwestern, and does not include customers of the buyer.

### **DRAWINGS AND DATA:**

Prices quoted do not include any drawings or data unless specifically described in the Quotation. Any such drawings or data will be at extra charge.