

TERMS & CONDITIONS

These Terms and Conditions apply to all CETEC, INC ("CETEC") sales and shall take precedence over and supersede any terms and conditions which appear in Purchaser's order or in any documents incorporated by reference in Purchaser's order. No term or condition additional to or different from these Terms and Conditions shall become part of the contract unless explicitly agreed to in writing by CETEC.

Terms: Upon Credit Approval are Net 30 Days and FOB Shipping Point for Domestic customers. Foreign customers' payments in US Dollars may be arranged by Wire Transfer or confirmed irrevocable Letter of Credit against shipping documents, pre-approved by CETEC. Invoices are subject to a monthly 2% service charge on past due balances.

Specifications: All illustrations, specifications and prices in our catalog and on our website are as accurate as possible at the time of publication and subject to change without notice. Items may be changed, improved or discontinued at any time, without notice, at CETEC's sole discretion.

Claims: When shipments leave CETEC's warehouse, items are in new condition and packed to withstand normal shipping risks. The Customer is responsible to check all packages for damage or loss before accepting any shipment. Any apparent damage or loss to the shipment must be noted on the bill of lading and CETEC must be notified immediately to begin the claim filing process. If damage is not reported within 3 business days, the shipment is deemed to have been accepted by the Customer. CETEC is not responsible for shipments accepted by the Receiver. Additionally, the Customer is responsible for opening and examining each shipment for concealed damage, errors, and shortages. These must be reported within 10 business days, after receipt of shipment, otherwise CETEC is not responsible or liable.

Returns: Items may not be returned without prior written consent from CETEC. Return Goods Authorization Request Forms are available on our website or by calling Customer Service. Returns must be requested within 30 days of delivery date. All returns are subject to a 25% restocking charge (\$20 minimum) unless otherwise stated. Items must be in new, unused condition and sent back in the original or equivalent packaging including all accessories. Any use and/or damage by Customer, or due to Customer's improper repacking, is subject to further charges as necessary to return the item to a resalable condition. Customer is responsible for all shipping charges; COD returns will not be accepted.

Disclaimer of Responsibility: Use of products may involve hazardous procedures and materials. The user is solely responsible for using these products in a safe and responsible manner as outline in the appropriate published test procedures, operating instructions, warning labels and applicable regulatory requirements. Neither CETEC nor other manufacturers of equipment sold by CETEC can assume any liability expressed or implied for user's failure to follow industry standards for safety and health, or to comply with applicable regulatory limitations, standards and procedures.

Warranty: CETEC warrants that the products supplied are suitable for the standard purpose for which they are designed. These products are warranted to be free of defects in materials and workmanship for a period of one (1) year from the date of original shipment. Any claim must be submitted within such period and a Return Authorization must be obtained. This warranty excludes damage from or repairs resulting from neglect, abuse, normal wear and conditions, modifications or alterations, repairs attempted by anyone other than CETEC and failure to comply with installation, maintenance or operating instructions. Also excluded are damages caused by acts of God, electrical supply irregularities or other occurrences beyond our control. CETEC will not be held responsible for and will not pay for any lost profits incidental, consequential, or special damages.