



Palamatic Handling USA Inc.  
A World of Handling Solutions

P. O. Box 2020  
West Chester, PA 19380-2020 USA  
610 701-6350 *phone*  
610 701-6354 *FAX*  
[info@palamaticusa.com](mailto:info@palamaticusa.com)  
[www.palamaticusa.com](http://www.palamaticusa.com)

## **PALAMATIC USA INC. TERMS AND CONDITIONS OF PROPOSAL AND/OR SALE**

### **PAGE #1**

#### **1) Prices:**

Unless otherwise specifically stated, all prices are:

- a) FOB shipping point.
- b) Exclusive of transportation, handling, unloading at building, installation, supervision and erection costs all of which must be paid by purchaser.
- c) Subject to change prior to written acceptance of order by Palamatic USA Inc.

#### **2) Terms are as stated on the most current proposal, unless otherwise stated and agreed upon in writing.**

#### **3) Acceptance:**

- a) Quotations are subject to acceptance within sixty (60) days.
- b) There are no agreements, terms, representations or oral understandings outside of this written document.
- c) If acceptance of this proposal is evidenced by the issuance of purchase order, such order shall become a contract when accepted in writing by Seller. If any of the provisions of such purchase order would operate to supersede, modify, add or detract from the terms and conditions of this document, the terms and conditions of this document shall govern.

#### **4) Delivery:**

- a) FOB shipping point, except as otherwise provided in the proposal.
- b) Seller shall not be liable for delay or failure of performance caused by war, fire, accident, act of God, natural or man made disaster, strike, differences with workmen, government order, law, regulation or requirement, shortage of or inability to obtain materials, power failures, transportation problems or other reasons beyond its control.
- c) Product will be shipped via common carrier in an enclosed van, unless noted in the proposal.

#### **5) Taxes:**

No Sales, Use, Excise, Occupational Tax or other tax has been included in the contract price unless separately shown, and the Purchaser hereby assumes and agrees to pay any of the above taxes.

**PALAMATIC USA INC. TERMS AND CONDITIONS OF PROPOSAL AND/OR SALE**

**PAGE #2**

**6) Limited Warranty:**

It is agreed that the equipment purchased hereunder is subject to the following LIMITED warranty and no other. Palamatic USA Inc. warrants the product to be free from defects in materials and workmanship for a period of one year from the date of shipment. This warranty shall not cover failure or defective operation caused by operation in excess of recommended capacities, misuse, negligence or accident, or alteration or repair not authorized by Palamatic USA Inc. or not properly performed. Any Items proved contrary to operating instructions or defective, provided the allegedly defective item/s are returned to Palamatic USA Inc. prepaid with a Returned Goods Authorization (RGA) number, will be repaired or replaced at Palamatic USA Inc.'s sole discretion.

**a) DISCLAIMER OF IMPLIED WARRANTY OF MERCHANTABILITY**

Palamatic USA Inc. and buyer agree that the implied warranty of merchantability is excluded from this transaction and shall not apply to the goods involved in this transaction.

**b) DISCLAIMER OF WARRANTY OF FITNESS FOR PARTICULAR PURPOSE**

Palamatic USA Inc. and buyer agree that the warranty of fitness for particular purpose, (whether express or implied), is excluded from this transaction and shall not apply to the goods involved in this transaction.

**c) DISCLAIMER OF EXPRESS WARRANTY**

Palamatic USA Inc. and buyer agree that there is no express warranty applicable to the goods involved in this transaction, other than the Limited Warranty contained herein.

**d) CONSEQUENTIAL DAMAGES**

Palamatic USA Inc. and buyer agree that any claims made by buyer other than for the warranty remedies provided herein, and in particular any claims, consequential damages, including but not limited to claims for loss profits, business interruption, damage to reputation, loss of goodwill, property damage, etc. are expressly excluded.

**e) DEALER OR DISTRIBUTOR NOT AN AGENT**

Palamatic USA Inc. and buyer agree that the buyer has been put on notice that dealer or distributor is not Palamatic USA Inc.'s agent for any purpose. Palamatic USA Inc. and buyer agree that buyer has been put on notice that dealer or distributor is not authorized to incur any obligations or to make any representations or warranties on Palamatic USA Inc.'s behalf other than those specifically set forth in this warranty.

**f) MERGER**

This warranty provision constitutes a final written expression of all terms and conditions of the warranty, applicable to the items sold, and is a complete and exclusive statement of those terms.

**PALAMATIC USA INC. TERMS AND CONDITIONS OF PROPOSAL AND/OR SALE**

**PAGE #3**

**7) Title and Ownership:**

Title to the machinery and equipment described in the foregoing proposal shall remain with the Seller and shall not pass to the Purchaser until the full amount herein agreed to be paid, has been fully paid in cash.

**8) Claims and Damages:**

Unless expressly stated in writing, goods and equipment shall be at Purchaser's risk on and after Seller's delivery in good shipping order to the Carrier. Seller shall in no event be held responsible for materials furnished or work performed by any person other than it or its authorized representative or agent. All claims, for damage or otherwise, shall be limited to the Limited Warranty provisions contained above.

**9) Cancellations:**

If it becomes necessary for the Purchaser to cancel this order wholly or in part, he shall at once so advise the Seller in writing. Upon receipt of such written notice all work will stop immediately. If the order entails only stock items, a flat restocking charge of 30% of the purchase price will become due and payable by the Purchaser to the Seller. On special designs, based on a prior signed approval drawing, there will be no returns allowed. If project is in manufacturing or special materials or parts have been ordered at time of cancellation, the Purchaser will be charged for the work completed, and or materials or parts ordered at 100% of the original price, plus any additional amounts needed to cover Seller's costs to that point.

**10) Returns:**

No equipment, materials or parts may be returned to the seller without express permission in writing to do so.

**11) Extra Charge for Delay or Change:**

If Purchaser delays or interrupts progress of Seller's performance or causes changes to be made, Purchaser agrees to reimburse Seller for expense, if any, incident to such delay or change.

**12) Changes and Alterations:**

The Seller reserves the right to make such changes in the details of construction, materials or design of the equipment, as in its judgment, more appropriate, and will make any changes in or additions to the equipment, which may be agreed upon in writing by the Purchaser. Seller is not obligated to make such changes in products previously sold to any customer.

**PALAMATIC USA INC. TERMS AND CONDITIONS OF PROPOSAL AND/OR SALE**

**PAGE #4**

**13) Legal Action:**

Should the Seller, in its reasonable discretion, find it necessary to collect any amount due after thirty (30) days from date of invoice, the Purchaser agrees to pay collection costs, reasonable attorney's fees, court costs and legal post-judgment interest, plus pre-judgment interest as specified in paragraph 14 herein.

**14) Interest on Unpaid Amounts:**

Purchaser agrees that it will be liable for interest on any invoiced amounts remaining unpaid after 30 days at 1.5% per month, (18% per annum), from the invoice date-to-date payment is received.

**15) Start-Up Inspection:**

Purchaser shall inspect and test the system immediately upon installation and shall, within 15 days of substantial completion of installation, give notice in writing to Seller if the system is not in accordance with this contract. If Purchaser fails to give such written notice, said system shall be deemed to be in all respects in accordance with the contract and the system shall be considered accepted by Purchaser. Notwithstanding this right of inspection by Purchaser, Purchaser agrees to pay the quoted price according to the above terms whether or not a right of inspection and testing exists pursuant to the terms of this paragraph.

**16) Rework:**

If for any reason Purchaser believes it is necessary to rebuild, rework, or modify any of the equipment in the field, with the intent of attempting to charge such rebuilding or modifications or rework to Seller, Purchaser agrees to first give Seller notice of such intended work and to provide Seller with an opportunity to review and comment on the anticipated work. No such work shall be the liability or obligation of Seller unless an authorized officer of Seller has executed a written order authorizing payments for such work. If the unit has to be sent back to the Seller for such work, the Purchaser will send it prepaid, with Seller's assigned RGA number, to the Seller. The Purchaser is required to package the equipment in a manner sufficient to protect the equipment from damage and shall be insured in full value by Purchaser. A warranty claim will be issued, if deemed appropriate by Seller, after a detailed evaluation is performed.

**17) OSHA Responsibilities:**

Seller agrees to fully cooperate with Purchaser in the design, manufacture or procurement of safety features or devices, which comply with OSHA regulations. However, it shall remain the responsibility of Purchaser to comply with OSHA and all other legal requirements applicable to the equipment and Purchaser's use thereof. In the event additional equipment or labor shall be required for such compliance, it shall be furnished by Seller at prices and standard rates in effect, or as may be mutually agreed upon at the time of the additional installation.

**PALAMATIC USA INC. TERMS AND CONDITIONS OF PROPOSAL AND/OR SALE**

**PAGE #5**

**18) Equipment to be furnished by Purchaser:**

Unless specifically mentioned elsewhere in the quotation, Purchaser must provide all necessary items including connections and source of power/air to make equipment operate, and shall inform Seller fully of the same. A partial list of items which must be furnished by Purchaser includes such things as concrete footings, slabs, pits, anchor bolts, all pipe hangers and supports, all air piping, water, building alterations, including heat and lights, wall sleeves and flashing and means of dealing with all other obstructions and the anticipated connection of the equipment.

**19) Drawings:**

Seller will transmit to the Purchaser, one pertinent drawing for approval of the system, if required. No materials or supplies shall be ordered, nor shall any fabrication of the equipment be started by Seller until Purchaser has approved the drawing in writing and/or until the required deposit is received. Purchaser agrees to indicate on the prints an approval and/or comments and return to Seller. Five (5) working days are allowed for approval. Any delay in delivering written approval and/or deposit to the Seller shall permit the Seller to delay shipment. For additional prints, beyond one (1), there will be an additional charge.

**20) Arbitration Clause and Governing Law:**

All disputes arising with regard to this quotation or purchase, and the validity, interpretation and performance hereof, shall be governed by the laws of the Commonwealth of Pennsylvania, excluding the choice of laws provisions thereof. The parties agree that all disputes shall be resolved by arbitration held in Chester County, Pennsylvania, by a single arbitrator mutually agreeable to the parties, (or selected by a judge of the Court of Common Pleas of Chester County, Pennsylvania if the parties cannot so mutually agree), with all arbitration procedures to be determined by the arbitrator.

**21) Entire Agreement:**

This document constitutes the entire agreement of the parties with respect to the subject matter covered hereby, and supercedes any and all prior agreements and understandings between such parties on this subject. No modification or amendment of this document shall be binding unless consented to in writing by the party sought to be held thereto.

**Palamatic Handling USA, Inc. - P.O. Box 2020 - West Chester, PA 19380-2020 USA  
901 S. Bolmar St., Suite C - West Chester, PA 19382**