



Authorized Distributors Terms & Conditions of Sales

Effective April 16, 2007

Supersedes all previous versions

1. **ORDER ACCEPTANCE:** All orders shall be in writing, or if initially made other than in writing, shall be confirmed in writing, and are subject to acceptance by Macromatic and all the terms and conditions in effect at the time of acceptance. Confirming orders must be plainly marked "Confirmation", or the risk of double shipment will be the Customer's.
2. **PRICES:** Prices are subject to change without prior notification. In the event of a price change and unless otherwise agreed to in writing, prices for orders scheduled for immediate release shall be those in effect at time of order entry. Orders not for immediate shipment will be subject to prices in effect on date of shipment.
3. **MINIMUM ORDERS:** Macromatic does not have a minimum order requirement, but orders totaling less than \$100 may be subject to a service and handling fee of \$25.00
4. **PAYMENT TERMS:** Net 30 unless otherwise negotiated in Sales Agreement
5. **SHIPMENT TERMS:** All shipments are F.O.B. factory, Menomonee Falls, Wisconsin. Unless specified in the order, shipment will be by a carrier acceptable to Macromatic.
6. **RESPONSIBILITY & TITLE:** Title to and risk of loss of Products will pass to the Customer upon delivery by Macromatic of Products to carrier.
7. **DELIVERY:** Macromatic will make every reasonable effort to fill all orders promptly. Macromatic will not be responsible for late deliveries resulting from any cause beyond its control. Claims for shortages or other errors must be made in writing to Macromatic within 30 days after receipt of shipment. Failure to do so will constitute a waiver of all claims by the purchaser. Customer will be responsible for asserting claims for losses or damage in transit against the carrier or carriers.
8. **WARRANTY:** All products manufactured by Macromatic are warranted to be free from defects in workmanship or material under normal service and use for a period of five (5) years from date of manufacture. Macromatic Industrial Control's obligation is limited to replacing at its factory, transportation charges prepaid, any part or parts of a product, within the time period set forth, providing that the examination discloses that such part or parts are defective. The foregoing warranty and remedy are exclusive and except for the foregoing warranty, there are no express or implied warranties of merchantability or of any other type.

The warranty does not apply to any part or parts that have been subject to misuse, opening of or tampering with unit, neglect, damage by fire, floods, acts of God or any other form of casualty, or which have not been properly installed. In no event shall Macromatic Industrial Controls be liable for consequential damages, or shall the Company's liability on any claim for damages arising out of or connected with the contract, manufacture, sale, delivery or use of any of its products ever exceed the price paid thereof. An adjustment made under the warranty does not void the warranty, nor does it imply an extension of the original warranty period. Products serviced and/or parts replaced on a no-charge basis during the warranty period carry the unexpired portion of the original warranty only.
9. **RETURN OF MERCHANDISE:** No merchandise may be returned unless authorization has been first obtained from Macromatic. Only products of standard and current design may be returned. Products of special design can only be returned for repair or replacement. Products returned for credit must be within the warranty period. All products returned for credit are subject to a 25% restocking charge.
10. **INVENTORY PROTECTION PLAN:** Authorized Macromatic Stocking Distributors can return slow moving, distributor catalog listed stock up to four times per year provided merchandise is unused, within warranty and in salable condition. No merchandise may be returned unless authorization has been first obtained from Macromatic. The return must be accompanied by an order totaling 115% of the value of merchandise being returned. Such returns cannot exceed 10% of the previous 12 months purchases. Items made to special order are not returnable.
11. **ORDER CANCELLATION:** Any order accepted by Macromatic may not be altered or modified by purchaser without the written agreement of Macromatic. Any other cancellation or termination will be subject to payment of Macromatic's losses, damages and expenses arising from such cancellation or termination.
12. **PRODUCT DISCONTINUANCE:** Macromatic has the right to discontinue the sale of any of its products. Macromatic will provide at least ninety (90) days notice prior to discontinuance whenever possible.
13. **CONTRACT AGREEMENT:** Terms and conditions of all sales applicable are Macromatic's terms and conditions. Macromatic will not recognize conflicting customer's terms and conditions unless specifically agreed to in writing by Macromatic.