



TERMS AND CONDITIONS OF SALE AND WARRANTY

I. GENERAL

Until otherwise arranged in writing, the following conditions are valid. The Seller as referred to in these terms of sale is BI-TORQ Valve Automation.

II. PRICE

1. Sales made by BI-TORQ Valve Automation are in net prices, FOB La Fox, Illinois, and in U.S. currency.
2. We reserve the right to charge for packaging at cost for each shipment. Unless arrangements are made otherwise, non-truck freight is charged at cost. Truck shipments not sent collect are subject to charge.
3. We reserve the right to make partial deliveries that can be invoiced separately.
4. Associated equipment, application specific drawings/diagrams, installation, MTR's, COC's and commissioning are not included in our prices.

III. PAYMENT

1. Invoices for shipments within North America are payable within 30 days from the date of invoice without any deductions in U.S. currency or by credit card (Mastercard or Visa only) for sales made by BI-TORQ Valve Automation.
2. All sales made outside of North America must be pre-paid in full prior to manufacture of product via wire transfer or credit card transaction.
3. Accounts with balances exceeding 60 days will be subject to an interest charge of 2% per month.
4. Accounts with balances exceeding 45 days will be subject to restricted shipments, pre-payment or COD status.

IV. TITLE AND RISK

Title in and property to the goods shall not pass to the Buyer until the Seller has received payment in full.

V. DAMAGE OR LOSS IN TRANSIT

Seller assumes no liability for damage or loss of shipment. All shipments should be unpacked and examined immediately upon receipt.

1. Any external evidence of loss or damage must be noted on the freight bill or carrier's receipt and signed by the carrier's agent at the time of delivery. (We suggest using digital photographs as a method of identifying and recording existing or perceived damage to any shipment in question.) NOTE: Failure to do so will result in the carrier's refusal to honor the claim. After noting damage as detailed above, Buyer then should notify Seller with a copy of the freight bill or official damage report so that Seller can file a claim with the carrier for loss or damage in transit.
2. If damage does not become apparent until the shipment is unpacked, the customer must a) make a request for inspection by the carrier's agent; b) file a claim with the carrier within 15 days after receipt of product; and c) notify seller of damage. Seller is not liable for consequential damages resulting from the installation of damaged product.

VI. DELIVERY

BI-TORQ Valve Automation will make every reasonable attempt to adhere to its delivery promise(s) but does not accept cancellation of contract or liability for any direct or indirect losses that may arise for any reason due to our failure to adhere to such promise(s).

VII. RETURN OF GOODS

1. Goods received by the Buyer cannot be returned unless previously agreed upon with the Seller. Buyer must acquire a Return Material Authorization (RMA) from BI-TORQ Valve Automation prior to the return of any goods. At this time, Buyer also will receive instructions where and as to how the products will be returned. All returns are to be prepaid unless otherwise authorized by BI-TORQ Valve Automation. Only products returned to the proper location with an RMA number displayed on the outside of the shipment will be considered for credit. IMPORTANT: Under no circumstances shall product be returned to BI-TORQ Valve Automation without appropriate documentation and adherence to the above detailed RMA procedures. ALL RMA's must be returned within 30 days of the issuance date or the RMA shall be considered null. RMA's returned without proper paperwork will void the warranty/RMA request.
2. Only goods in original packaging can be accepted for full credit return unless otherwise authorized. Returned goods must be in condition for resale as new equipment to qualify for credit and must not have been installed. A minimum re-stocking charge will be applied against the original invoice. Any damage created by poor packaging of returned items will result in rejection of credit.
3. Returns resulting from errors by the Seller will not be subject to re-stocking charges.
4. Custom made products, including manufactured mounting kits, are non-cancelable/non-returnable without written approval from BI-TORQ Valve Automation.

VIII. WARRANTY

1. BI-TORQ Valve Automation warrants to the original buyer all equipment of its own manufacture to be free of defects caused by faulty material or defective workmanship and will, at its option, exchange or repair free of charge, FOB La Fox, Illinois, such part or parts that prove defective under normal use within 12 months from the date of invoice. The Buyer must make any warranty claim within 12 months from the date of invoice and, if not so made, Seller shall be under no obligation or warranty to the Buyer.

General Warranty Terms

1. The warranty shall be null and void should the Buyer or any other persons modify or repair any part of our equipment.
2. In all cases, Buyer must obtain a Return Material Authorization number from Seller in order to begin and/or complete the warranty process. (See Section VII for complete details.)
3. Repaired, replaced or exchanged product will be warranted for the repair warranty period for six months in effect as of the date the warranted product is shipped by BI-TORQ, or for the remainder of the warranty depending on which period is longer.
4. Products found to be defective for which warranty is applicable will be replaced or repaired at Seller's discretion. Seller is not responsible for charges resulting from the removal and/or replacement of the product.
5. Before removing a product from the installation, we suggest that the user contact an authorized BI-TORQ Valve Automation technical support technician at our facility (630-208-9343) during standard working hours (7:00 a.m. to 5:00 p.m. CST). The technician will make all attempts to troubleshoot the problem while the unit is still installed at the site.
6. If the issue cannot be resolved, follow the RMA procedures listed in Section VII.
7. Products returned to the Buyer under warranty replacement or repair will be shipped from BI-TORQ via UPS GROUND shipment. Other shipping methods are at the expense of the recipient.
8. BI-TORQ Valve Automation's warranty covers the product only and does not cover labor associated with troubleshooting, removal or replacement of our product. BI-TORQ Valve Automation will not accept back charges or labor charges for installation and/or removal of any of our products.
9. New products ordered in an attempt to circumvent the warranty process might not be reimbursed if, upon receipt of returned product, it is determined that the product defect is actually field related or product has been returned for cosmetic reasons only.



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IX. LIABILITY DISCLAIMER

The liability of the Seller is defined exclusively in Section VIII. Seller shall be under no obligation to buyer except as set forth in this section as listed below. Any other buyer claims toward Seller, irrespective upon which legal basis the same are made, especially those concerning price reduction or cancellations, are excluded and expressly disclaimed. Buyers do not have any rights to claim for damage that does not occur on BI-TORQ Valve Automation products. In particular, the Seller does not accept any liability for costs incurred for determination of the causes of damage, for expert opinions or indirect or resulting damage (including damage resulting from faults) of any kind, such as loss of use, downtime, loss of profits or returns, etc. The Seller does not accept any liability for damage resulting from or contributed by the Buyer or third parties acting within the scope of responsibility of the buyer when:

1. BI-TORQ Valve Automation products are used without compliance to applicable legal or institutional regulations or the data and installation sheets issued by BI-TORQ Valve Automation;
2. BI-TORQ Valve Automation products are used by personnel who have not received suitable instruction;
3. BI-TORQ Valve Automation products are modified or repaired without prior written approval from BI-TORQ Valve Automation.

When requested to do so, Buyer shall immediately release BI-TORQ Valve Automation in full from any possible third party claims resulting in connection with the circumstances listed above. This also applies to claims in connection with product liability.

X. FORCE MAJEURE

Neither the Seller nor the Buyer accept liability for damage of any kind if obstacles occur that they are unable to prevent in spite of all due care, irrespective of whether these occur at the site of the Seller, the Buyer, or a third party. Such obstacles are, for example, epidemics, mobilization, war, uprisings, serious operational problems, accidents, labor disputes, delayed or faulty delivery of the required raw materials, semi-finished or finished goods, off-spec rejection of important work pieces, institutional measures or injunctions, natural hazards, or any other circumstances which are, to a large extent, not within the scope of control of the Seller or Buyer. However, payment may not be retained or delayed for product(s) delivered to Buyer with reference to such circumstances. In such cases, both parties shall undertake all effective measures that can be expected of them to prevent damage or, if damage occurs, to minimize the scope of this damage to as much extent as possible.

XI. NON-STOCK AND NON-CATALOGED ITEMS

Products not listed in the current product list, price list or product catalogs are considered to be special order items and subject to minimum order quantities, special handling charges, inbound freight charges, and/or other conditions stipulated to BI-TORQ Valve Automation by its suppliers. Such items normally are subject to longer lead times and might be subject to cancellation charges once an order is placed or subject to a restricted return policy.

XII. PROPER LAW AND JURISDICTION

U.S. laws, the laws of the State of Illinois, or the laws of the state of manufacture shall in all respects govern sales made by BI-TORQ Valve Automation.

XIII. BREACH/ATTORNEY'S FEES

In the event Buyer fails to provide payment in full to Seller in accordance with Seller's invoicing within thirty (30) days from the date of invoice or should Buyer breach this agreement with respect to Terms and Conditions of Sale and Warranty in any respect, Buyer shall be responsible to reimburse Seller for any and all costs incurred as a result of Buyer's failure to provide payment; Buyer also shall be responsible to include any and all attorney's fees incurred by Seller because of breach of contract, whether incurred prior to litigation, during litigation, or on appeal.