



Conditions of Sale

Orders. No terms or conditions of a customer's order at variance with Thermaco's general terms and conditions shall be binding on Thermaco unless specifically agreed to by it in writing. Unless Thermaco specifically agrees in writing, any terms or conditions of customer's order contrary to those herein stated are deemed to be waived by the customer.

Cancellation of Orders. An order may be modified or cancelled only upon the written agreement of Thermaco. Any additional costs incurred by Thermaco as a result of modification or cancellation of an order will be billed to customer. Orders for goods requiring special manufacturing or supervision or for articles of special nature will not be cancelled after production has started. Thermaco reserves the right to charge a restocking fee for any goods which it may agree to accept back.

Credit Approval. All orders are subject to a credit investigation and approval by Thermaco. Delivery may be withheld or C.O.D. shipment may be required, without any liability on the part of Thermaco if, in its opinion, the customer's ability to pay for the merchandise is in doubt.

Price. Prices are F.O.B. Asheboro, N. C. Thermaco's price lists are subject to change without notice.

Taxes. Any tax or other Government charge now or hereafter levied upon the product, sales, use or shipment of goods ordered or sold shall be charged to and paid for by the customer.

Transportation Risks. Delivery to the initial carrier shall constitute delivery to the customer. Thermaco's responsibility ceases upon delivery in good order to such a carrier. All goods are shipped at the customer's risk. It is the customer's responsibility to file damage claims with the carrier.

Returns. Any claim must be made in writing to Thermaco at 646 Greensboro Street, Asheboro, NC 27203 promptly after discovery of any defect and within the applicable warranty period. The product must be delivered, prepaid, to Thermaco, together with proof of purchase, the serial number from which the item was removed and a return authorization number issued by Thermaco. If Thermaco determines upon examination that the component is defective and that the warranty conditions are met, Thermaco's sole obligation under this warranty, and the purchaser's sole and exclusive remedy, is the repair or replacement, at Thermaco's option, of the defective component, including parts and labor. The replacement will be furnished F.O.B. point of shipment. If Thermaco determines that the component is not defective or that the other conditions of this warranty are not met, then any return of such part to the purchaser shall be at purchaser's cost.

Interference with Delivery. Thermaco will use its best efforts to ship within the time specified, but shall not be liable for any loss or damage caused by delay in delivery irrespective of the cause thereof. Delivery is subject to accident (in manufacture or otherwise), fire, flood, riot, war, embargo, labor stoppages, delays in transportation, inadequate transportation facilities, shortage of material or supplies, regulation by Government authority or any like or dissimilar cause beyond Thermaco's control.

Shortages or Variances. No claims for variances from or shortages in orders will be honored unless adequate proof is presented within 15 days after receipt of order.

Design Changes. Thermaco reserves the right to make product and/or specification changes without notice.

Shipping Weights. Any shipping weights which may be provided by Thermaco are for the customers' convenience only and are not guaranteed.

Patents and Trademarks. Thermaco has patented products and processes. Therefore, the manufacture or reproduction of such products or processes without prior written authorization may result in liability for patent infringement. Likewise, Thermaco's registered Trademarks must be honored to avoid liability.

Payment Terms. All past due accounts thirty days or older will be assessed a late charge of 1-1/2% per month which equates to an annual percentage rate of 18%, plus cost of collection (including reasonable attorney's fees, if necessary).