

TERMS AND CONDITIONS OF SALE

1) GUARANTEE

All products manufactured by Maloney Technical Products are guaranteed against defects of material or workmanship for a period of one year from the date shipped when these products are used under conditions for which they are manufactured. This guarantee is limited to replacement free of charge of any parts found to be defective by Maloney Technical Products. We assume no liability for the cost of labor, freight, drayage, or other charges. In the case of products or parts not wholly of Maloney Technical Products manufacture, our guarantee shall be limited to our recovery from such manufacturers under their guarantee to us.

2) CHANGE IN DESIGN

Maloney Technical Products reserves the right to change or modify the design and construction of any of our products, in due course of our manufacturing procedure, without incurring any obligation to furnish or install such changes or modifications on products previously or subsequently sold.

3) DELIVERY

Promises of delivery are given as accurately as conditions will permit, and every effort will be made to accomplish shipments on dates promised; however, Maloney Technical Products will assume no liability for damages arising out of failure to deliver material within the time promised.

4) PACKING – INSURANCE

Maloney Technical Products endeavors to pack or prepare all shipments so they will not break, rust or deteriorate in transit, but does not guarantee against damage. All claims regarding shortages must be made within thirty days from receipt of shipment and must be accompanied by the packing list. No shipments are insured by the Company against damage or lost in transit. We will place insurance as nearly as possible in accordance with the customer's written request but, in such cases, Maloney Technical Products acts only as agent between the insurance company and the customer and assumes no liability whatever.

5) QUOTATIONS

All quotations are good for the duration of the time specified on each quote. Prices are FOB our Fort Worth, Texas plant with no freight allowance unless specifically stated. All prices are subject to change without notice. Standard terms are net, 30 days.

6) CANCELLATIONS AND RETURNS

Orders once placed and accepted can be cancelled only with our consent and upon terms that will save Maloney Technical Products from loss. No merchandise maybe returned for credit or adjustment without permission from our General Office, Fort Worth, Texas or from a Regional Manager. Items manufactured of special design, size or material will be accepted for credit on a consignment basis only. If possible these items will be resold and credit will be issue at that time. On all merchandise approved for return for credit, a charge will be made to cover inspecting, reconditioning and/or restocking.

7) TAXES

Any tax or other charge imposed by law on the sale or production of goods or the performance of service mentioned in these terms and conditions of sale shall be in addition to price quotations or selling process and shall be paid by the customer.

8) SERVICE WORK

Upon request the Company will provide engineering and or technical information regarding its products and their uses and, if feasible, will provide personnel to assist customers in effecting field installations. Any such information, service or assistance so provided, whether with or without charge, shall be advisory only. It is expressly understood that Maloney Technical Products does not assume responsibility for any damage or loss arising out of, resulting from or caused, in whole or in part, by any such information, service, advice or assistance so provided at the job site or elsewhere.

9) EXPORT SHIPMENTS

All the foregoing terms and conditions and those which follow apply to export shipments. Import duty, consular fees for legalizing invoices, stamping bills of lading, or other documents required by the laws of any country or destination, are not included in quotations or selling prices. If instructed in writing Maloney Technical Products will make arrangements for consular documents and declarations, as agent of the customer, but we assume no responsibility for any fines or other charges imposed due to errors or incorrect declarations.