



We listen...
We learn...
We lead!

STANDARD TERMS & CONDITIONS

EXCLUSIVE, EXPRESS WARRANTY: MERTS, LLC warrants, to the original purchaser, that any standard product it manufactures is free from defects in materials and workmanship. The duration of this warranty is 6 months from the date of shipment. In the event that the purchaser discovers the products to be defective in materials or workmanship it must notify MERTS, LLC in writing within 14 days and under no circumstances more than 14 days after the end of the 6 month warranty period. After notification in writing MERTS, LLC, at its sole discretion, will correct any defect in materials or workmanship by repair or replacement of the defective product or refund the purchase price of the defective product. These remedies are the exclusive remedies for the breach of the foregoing warranty. This warranty covers only such products that are manufactured by MERTS, LLC and does not extend to such products used as component parts in equipment which are covered by the original manufacturers warranty. MERTS, LLC specifically excludes all other warranties whether expressed or implied. This warranty is void for products which operate under other than design load ratings and operating conditions.

WARRANTY AND LIABILITY DISCLAIMER: MERTS, LLC liability shall in no case exceed the purchase price of the product or products which gave rise to the claim. Expenses and delays associated with the removal of any defective product shall be borne by the Purchaser. MERTS, LLC hereby disclaims any liability for injuries which may result from the use of our products contrary to our instructions. We specifically exclude any and all warranties of MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MERTS, LLC SHALL NOT BE LIABLE IN ANY EVENT FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES. There is no liability, expressed or implied, on the structural soundness or design of equipment not supplied by MERTS, LLC or products that are inconsistent with CERAM or ANSI standards.

RETURNS: MERTS, LLC products may not be returned without prior written authorization and must be accompanied by an assigned Return Goods Authorization (RGA) number. Products returned without prior written authorization and not clearly marked with our assigned RGA number will not be accepted. If requested by MERTS, LLC products shall be returned prepaid. Expenses which result from the return of goods must be borne by the Purchaser. Return goods are subject to restocking charges of not less than 25% of the value of the order and not less than \$25.00 plus outgoing and incoming freight charges. No cash refunds. Credit applied to future orders made within 18 months.

SHIPPING: All shipments will be shipped F.O.B. Leesburg, GA 31763, and freight collect unless other arrangements have been made in advance of the order and are confirmed in writing. MERTS, LLC's responsibility for damage or loss ceases after delivery to the freight carrier of the goods. All claims for merchandise lost or damaged must be handled by the Purchaser. MERTS, LLC will make every attempt to accommodate shipping instructions provided by the Purchaser provided they do not conflict with any of the terms and conditions set herein. Requests for specific methods of transportation must be made in writing at the time of order placement. Under no circumstances will MERTS, LLC accept responsibility nor may it be held responsible for additional charges which may result from failure to accommodate specific shipping instructions.

CANCELLATION: Cancellation requests from the Purchaser require the written consent of MERTS, LLC. The Purchaser shall be liable for reasonable costs and expenses incurred by MERTS, LLC prior to notice of cancellation. This amount shall not be less than 25% of the value of the goods ordered and not less than \$25.00.

VENUE: Purchaser agrees that any claim, dispute or controversy arising out of or relating to this transaction shall be made or brought solely and exclusively in the state or federal court having jurisdiction over Leesburg, GA 31763, which is in Lee County, Georgia. Purchaser hereby consents to personal jurisdiction in said forum.

STANDARD CONDITIONS OF SALE AND ORDER ACCEPTANCE: Purchaser assents to the terms and conditions contained herein and acceptance of this order is expressly limited to same. Any additional terms and conditions, including those contained in the buyer's purchase order or order acceptance will not be binding upon MERTS, LLC unless such terms and conditions are specifically agreed to in writing by an authorized representative of the seller. All past due accounts shall be assessed a service charge equivalent to 1-1/2% per month (18% annual rate). In the event that MERTS, LLC hires an attorney to assert any of its rights or defenses in connection herewith or to collect amounts due, Purchaser agrees to be responsible for all of MERTS, LLC's legal fees and expenses as well as costs of collection.

500 Oakland Court ■ Leesburg, Georgia 31763 ■ 229-435-3315 ■ fax: 229-435-3537

Customized Fabricating & Manufacturing Services

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