

Terms and Conditions

Acceptance

All purchase orders are subject to review and approval by General Machine Products Company Inc. ("GMP") when they are received.

Prices

All published prices are subject to change by GMP without notice.

All quoted prices of GMP are subject to immediate acceptance by the buyer unless GMP states otherwise in writing.

Terms

Net thirty days from date of invoice, subject to a late payment assessment of 1 1/2% per month on any unpaid balance.

Applicable federal, state or local tax is not included in the published or quoted price.

Tax exemption certificate must be submitted with the initial purchase order. All shipments are F.O.B. Trevose, PA unless GMP states otherwise in writing. All payments are to be made in United States funds. Minimum billing: \$75.00 net; parts \$20.00 net.

Delivery

The shipment date assigned to an order is approximate, and every effort will be made to maintain that shipping schedule. However, unless stated otherwise in writing, GMP accepts no responsibility for penalty for shipping delays.

Motor freight shipments will be made freight collect via the lowest priced common carrier, unless the buyer specifies otherwise. Prepaid motor freight charges will be noted on the initial invoice when available or billed separately as soon as possible.

Parcel delivery services' shipments will be made via prepaid freight with charges added to the initial invoice, unless the customer has previously issued consignee billing instructions that have been received and accepted by GMP.

When GMP ships by motor freight or by parcel delivery service, Buyer agrees to accept the responsibility of ownership once the material is accepted by the carrier.

To recover for loss or damage occurring during motor freight shipments, the buyer shall file a claim with the carrier for that loss or damage.

If the material is lost or damaged, on a parcel delivery service shipment, it should be immediately recorded by the driver and reported to GMP for the processing of the claim. GMP will not ship incomplete units unless there is prior mutual agreement with the buyer in writing.

Performance

Published or quoted product performance data for GMP products is estimated, and is based on average applications and operating conditions known to GMP.

GMP provides no warranty of merchantability for any product or products sold by it. GMP makes no warranty of fitness for particular use or purpose unless, prior to accepting an order, it accepts and acknowledges specific requirement data that the buyer requests for a special application of a GMP product.

GMP's performance data is subject to revision without notice.

Returned Material

Unless GMP expressly agrees to some other arrangement, it will not accept returns of its products unless they are accompanied by a returned-good authorization number assigned by GMP.

Standard material which has been ordered incorrectly, and has been returned with a returned-goods authorization number, will be credited, subject to GMP's inspection of the goods and satisfaction with their condition and a twenty-five percent restocking charge.

The buyer must make any return shipment freight prepaid unless GMP agrees to another arrangement. Nonstandard goods will not be accepted for return.

Order Cancellation

For standard products which are ordered, but not yet shipped to the buyer, GMP will accept the cancellation at no charge unless otherwise agreed upon in writing.

For non-standard products which have been ordered, GMP will charge buyer for the cancellation according to the engineering and/or production costs involved at time of cancellation.

Credit

GMP reserved the right to refuse an order, to extend limited credit or ship C.I.A. or C.O.D. at its discretion.

C.O.D. shipments will be made on the basis of receiving cash or a certified check only. C.I.A. shipments will be made if GMP has received a regular company check prior to shipment with sufficient time for the check to clear the bank.

Price Protection

Purchase orders which are either postmarked or received at GMP by telephone, FAX, or EDI prior to the effective date of a price change, will be accepted at the previous price and invoiced accordingly.