

ORDER ACKNOWLEDGEMENT

TERMS AND CONDITIONS

1. This is not an invoice, but only an acknowledgement of your order as we interpret it. In addition, it is a description of Myers Emergency Power Systems LLC terms of sales. If incorrect in any respect, please notify us immediately stating details in full. Please refer to our order number in any correspondence relating to this, your order. If our best delivery schedule and or terms as shown do not agree with your request, please advise us within seven (7) days or we will assume that the delivery and terms are acceptable.
2. Prices of Myers Emergency Power Systems LLC products are firm at the time of order acknowledgement. They do not include Federal, State (with the exception of Pennsylvania Sales Tax) or Local Sales taxes. Such taxes shall be paid by Purchaser. Purchases shipped to Pennsylvania location or picked up at our factory in Bethlehem, Pennsylvania will be subject to Pennsylvania Sales Tax unless a Pennsylvania Resale or Exemption Certificate is received.
3. Prices of standard products are shown in the Company's Price Lists which are published from time to time and subject to change without notice.
4. Terms of payment are net thirty (30) days from date of invoice (subject to prior credit approval) unless other arrangements have been made with Myers Emergency Power Systems LLC Credit Department. Terms of payment for international orders are specified separately. All shipments are F.O.B. shipping point unless negotiated differently prior to order placement. Title passes to the Purchaser at the F.O.B. point upon delivery to the carrier. Therefore, should the equipment arrive damaged, Purchaser must notify freight company and file the appropriate claim.
5. Warranty is shown in Myers Emergency Power Systems LLC current descriptive catalog. Any defect appearing beyond the specified warranty period shall be deemed to be due to ordinary wear and tear. Myers Emergency Power Systems LLC assumes no risk or liability for results of the use of products purchased from it, including without limitation: (1) The use in combination with any electrical or electronic components; (2) unsuitability of any product for use in any circuit or system or assembly or environment; (3) secondary damages resulting from the malfunction of the Myers Emergency Power Systems LLC product. Purchaser's rights under this warranty shall consist solely of requiring Myers Emergency Power Systems LLC to repair, or at Myers Emergency Power Systems LLC sole discretion, replace, free of charge, F.O.B. factory, any defective items received at said factory within said warranty period and determined by Myers Emergency Power Systems LLC to be defective. In no event shall Myers Emergency Power Systems LLC be liable for compensatory, special or consequential damages or for delay in performance of this warranty. The said warranty does not extend to any articles or parts thereof which have been installed, maintained, repaired or altered improperly or otherwise than in conformity with Myers Emergency Power Systems LLC applicable instructions or which have been the subject of misuse, accident or neglect. Replacement or repair of a product or component supplied does not extend the original warranty period of the product or component being corrected.
6. Myers Emergency Power Systems LLC shall not be liable for any failure to deliver hereunder where such failure has been occasioned by fire, embargo, strike, difference with workmen, failure to secure materials from usual sources of supply or any circumstances beyond the Myers Emergency Power Systems LLC control not herein above enumerated which shall prevent Myers Emergency Power Systems LLC from making deliveries in the usual course of business. Myers Emergency Power Systems LLC is not, however, relieved from making shipment or the Purchaser from accepting delivery at the agreed price when the causes interfering with deliveries shall have been removed. Failure to make shipments as scheduled or within a reasonable time thereafter shall not constitute cause for cancellations or damages of any kind whatsoever.
7. Orders may be cancelled or deliveries deferred only upon the condition that Purchaser shall assume immediate liability for, and make payments to Myers Emergency Power Systems LLC of all expenses incurred by Myers Emergency Power Systems LLC in respect to such orders for delivery, including without limitation commitments made by Myers Emergency Power Systems LLC to perform its obligation pursuant to the orders, profit on work in process and value of parts completed and ready for shipment.
8. Stenographical and clerical errors are subject to correction.
9. Changes in delivery schedule and or quantity deviation from specifications at Purchaser's request will be cause for price redetermination. The applicable reschedule and or deviation charge will be invoiced at the time of shipment.
10. Claims for shortages, errors, deficiencies or imperfections must be made within thirty (30) days of shipping date. Failure to give notice of any claim within said time period shall constitute an unqualified acceptance of the goods and a waiver by Purchaser of all claims with respect thereto. If proof of delivery is requested by Purchaser, a charge for the P.O.D. may be levied.
11. Materials and or equipment may not be returned for repair, replacement or credit without first obtaining a return material authorization number from Myers Emergency Power Systems LLC Service Department @ (610) 868-5400. Material other than our standard stock products cannot be returned for credit.
12. Myers Emergency Power Systems LLC reserves the right to make changes in design at any time without incurring any obligation to install same on units previously purchased.
13. Purchaser agrees that this acknowledgement contains all of the Standard Terms and Conditions of Sale governing the sale of products. All terms and conditions which may be contained in or with any purchase order or other documents submitted by the Purchaser which modify, amend, add to, differ from or are inconsistent with any provision in this acknowledgement or Myers Emergency Power Systems LLC Standard Terms and Conditions of Sales shall be null and void and have no force or effect.
14. No one except a duly authorized officer of Myers Emergency Power Systems LLC may execute or modify contracts.
15. Myers Emergency Power Systems LLC reserves the right to ship partials unless otherwise specified by the purchaser.
16. Myers Emergency Power Systems LLC will select an appropriate shipping means to the best of our abilities unless the purchaser specifies otherwise.
17. Batteries supplied by Myers Emergency Power Systems LLC must be used and charged in accordance with the operating instructions.