



S. HIMMELSTEIN
& COMPANY

2490 Pembroke Ave
Hoffman Estates, IL 60169
USA

Ph: 847-843-3300

800-632-7873

FAX: 847-843-8488

web: www.himmelstein.com
email: sales@himmelstein.com

Bulletin 001B

STANDARD TERMS AND CONDITIONS OF SALE

Unless other terms are agreed to in writing, the following paragraphs define the conditions governing the sale of our product.

1) **ORDER ACCEPTANCE**

Acceptance of Purchaser's order is conditioned upon the terms and conditions of sale appearing on this form and is binding upon S. Himmelstein and Company only when accepted by Acknowledgment from its office in Hoffman Estates, Illinois. Clerical errors are subject to correction. In the event of conflict between unit price and extended quantity price, unit price shall govern. This contract and/or sale shall be governed by the laws of the State of Illinois.

2) **LIMITS OF LIABILITY**

Himmelstein shall in no case incur any liability, consequential or otherwise, for delays or failure to deliver for any cause beyond its reasonable control, including, without limitation, acts of God or of the public enemy, floods, strikes, fires, unusually severe weather conditions, disputes with workmen, freight embargoes, transportation conditions, severe accidents at our plant, or inability to obtain adequate material or labor due to delays of Himmelstein suppliers for such causes. Deliveries stated are estimated based on current conditions.

Himmelstein shall not be liable for special or consequential damage of any nature with respect to any equipment or merchandise sold or delivered by it and in no event shall its liability exceed the purchase price of the particular item of equipment or merchandise in respect of which any claim for damage shall arise.

3) **PAYMENT**

a) **Domestic Orders**

Himmelstein open credit terms are Net 30 days from date of shipment. Terms beyond that time frame are not acceptable due to contractual agreements. If shipment is delayed by Purchaser, "shipping date" shall mean the date on which Himmelstein is prepared to make shipment. If, in Himmelstein's judgment the financial condition of Purchaser does not justify continuation of production or shipment on the terms of payment specified, Himmelstein may cancel any unfilled order or part thereof without liability unless Purchaser shall, upon notice, pay for all merchandise delivered.

b) **Foreign Orders**

Orders placed from customers outside the United States of America and Canada will have payment terms of 100% Advance Payment. Acceptable forms of prepayment are Wire Transfer, ACH or Irrevocable Letter of Credit payable at sight. All orders will be shipped with INCO terms of EXW.

4) **ORDER CANCELLATION OR RETURNS**

Except where orders are accepted on a non-cancelable basis, any order or contract may be changed or canceled by Purchaser subject to Himmelstein's reasonable charges therefore and, in the case of change order, Himmelstein written acceptance thereof. Under certain circumstances, we will accept returns of unused standard products with a restocking charge and we will issue a non-transferable credit memo for the balance that must be used against new product purchases only.

5) **F.O.B. POINT**

Shipment will be made F.O.B. shipping point, freight collect, unless otherwise agreed. In the absence of specific shipping instructions, Himmelstein will determine the method of shipment. Unless directed otherwise by Purchaser, all shipments will be made at minimum valuation and without insurance. In all cases Himmelstein's responsibility (except as stated in our warranty) ceases upon delivery of the equipment or merchandise to the carrier, when the title transfer of the goods passes.



6) **PRODUCT WARRANTY**

Himmelstein warrants all equipment or merchandise of its manufacture to be free from defects caused by faulty material or poor workmanship, but its liability under said warranty is limited to the obligation to repair or, at Himmelstein's option, to replace without charge, F.O.B. Himmelstein's Hoffman Estates, Illinois plant, any part found to be defective under normal use and service within one year from the date of shipment, provided:

- a) Himmelstein is promptly notified in writing upon discovery of such defects.
- b) The original parts are returned to Himmelstein, Hoffman Estates, Illinois, transportation charges prepaid.
- c) Himmelstein's examination shall disclose to its satisfaction that such defects have not been caused by abuse after delivery.
- d) No unauthorized modification has been made.

Equipment or merchandise not manufactured by Himmelstein is not warranted by Himmelstein but carries the vendor's warranty. Performance warranties are stated in printed specifications for each standard product and in a written description included in system quotations. Himmelstein specifically disclaims any other performance warranties or implied warranties of fitness for a particular purpose. This warranty is expressly in lieu of all other warranties expressed or implied (except as to title) and constitutes all of Himmelstein's liability in respect to equipment or merchandise sold by it.

7) **FIELD SERVICES**

Unless stated otherwise, quoted prices do not include start-up, installation assistance or other field services. If field services are required, please request a written factory quotation stating location, duration and special working conditions, if any.

8) **TAXES**

Any Federal, State or Local taxes based upon or measured by sales or use, or other excise taxes, which Himmelstein is required to pay in respect of equipment or merchandise referred to herein shall be added to the price and paid by Purchaser.

9) **PATENT INDEMNITY**

Where the equipment or merchandise purchased by Purchaser's order are for standard commercial items listed and described in Himmelstein's current catalog, Himmelstein agrees (1) to assume the defense of any suit brought against Purchaser for infringement of United States Letters Patent arising solely from the use and/or sale of said specific equipment or merchandise, (2) to defray the expense of such defense, (3) to indemnify Purchaser against any money damage and/or costs awarded in such suit; provided that Himmelstein be given exclusive control for defense of such suit and all negotiations relative to the settlement thereof and that the liability claim shall have arisen solely because of Himmelstein's selection as to the design, composition or manufacture of such equipment or merchandise, and the Purchaser promptly informs Himmelstein in writing of any claim with respect to which Himmelstein assumes responsibility hereunder. The foregoing states the entire liability of Himmelstein for patent infringement by said equipment or merchandise or any part thereof.