

# TERMS, CONDITION OF SALES AND WARRANTY

**Prices:** Prices of the Company's Products are subject to change without notice. Quotations are conditioned upon acceptance within 30 days unless otherwise stated and are subject to correction for typographic or clerical errors. Sales Order confirmation will be considered accepted by Buyer if objection is not submitted in writing to AcornVac Customer Service within (1) one week of receipt. The Sales Order confirmation is the governing document. All prices exclude sale, use, occupation, license, excise and other taxes in respect to manufacture or delivery.

Unless a proper exemption certificate is furnished to the Company, all such taxes shall be paid by the Buyer to Company at the time of payment.

**Term and Conditions of Payment:** Terms of payment are Net 30 from date of invoice. Past due accounts will be subject to a 2% per month service charge beginning from the date of the invoice. If any proceedings be instructed by or against Buyer under any bankruptcy or insolvency law, or if Buyer shall fail to make timely payment on this or any other order, or if, in the Company's judgment, Buyers financial situation justifies such action, the Company may, at its election, require payment in advance or cancel the order as to any unshipped item and require payment of its reasonable cancellation charges. If Buyer delays completion of manufacture, the Company may elect to require payment according to percentage of completion. Equipment held for Buyer shall be at Buyer's risk and expense. In all cases, regardless of partial payment, title to the Products shall remain in the Company until payment for the Products (including any notes given therefore) has been made in full.

Should legal action be necessary to enforce payment of an unpaid invoice, the Buyer will assume full responsibility for any court costs and reasonable attorney fees. All orders are subject to credit check and approval prior to shipment.

**The minimum order value is \$100 NET. In the event an order is received under that stated minimum order value, a \$25.00 "minimum invoice service charge" will be applied to the order but at no time will the minimum order exceed \$100.00 NET before shipping, handling and taxes. All service charges are non-refundable.**

**Insurance:** Until the Company has been paid the full price in cash, Buyer shall, upon receiving the equipment (F.O.B. Sellers facility), insure the equipment against loss or damage however caused. All such insurance shall be in an amount sufficient to cover at least the amount remaining unpaid to the Company with loss, if any, payable to Company as its interests may appear. The Buyer must, in writing, notify and furnish proof to the Company that the Buyer did insure the equipment and in a sufficient amount.

**Return Goods Authorization:** No materials shall be returned without a Return Goods Authorization (RGA) from AcornVac Customer Service. Returns must reference the RGA number and be shipped freight prepaid or the shipment will not be accepted. Credit issued for the return will apply only to future shipments and will be subject to a 35% handling charge. Any cost associated with restoring product to saleable condition and any outgoing freight charges paid by AcornVac will be deducted from the credit. Non-stock and custom fabrications are non-returnable. RGA credit will not be issued for less than \$100.00, unless material is proven defective.

**Delivery:** Shipments are F.O.B. Factory, Chino, California or other designated shipping point determined by AcornVac, Inc., unless otherwise indicated in special project quotation. Any shipment or delivery dates quoted by the Company are estimated and the Company shall be obligated to use reasonable efforts to meet such dates. The Company will in no event be liable for any delays in delivery or failure to give notice of delay, or for any other failure to perform hereunder due to causes beyond the reasonable control of the Company. Such causes shall include, but not be limited to acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Company will be entitled to refuse to make, or to delay any shipments of the Products if Buyer shall fail to pay when due any payment owed by it to the Company, whether under this or any other contract between the Company and Buyer. Shipments are normally sent prepay or charge. An \$8.00 surcharge per package is added to all small parcel shipments.

**Claims and Shortages:** F.O.B. factory shipments are the full responsibility of the Buyer. Losses or damages must be reported to the carrier immediately. AcornVac will file freight claims on FFA orders if the Buyer complies with the following within (5) five days of receipt of shipment: inspect shipment immediately; have delivering carrier inspect shipment; file inspection report with carrier and send a copy to AcornVac, Inc. Customer Service. No claim for failure to receive shipment or shortage will be honored unless AcornVac, Inc. is notified immediately upon receipt of invoice or within (5) five working days of receipt of shipment, whichever is sooner.

**Specifications:** Approved submittals must be provided to AcornVac, Inc. in writing before an order will be considered accepted. All products are subject to change without notice. Unless stated in the purchase order, material will be furnished per the design in effect at the time the order is filled. Field dimensions must be submitted in writing and are the full responsibility of the Buyer. Changes in specifications or cancellations must be submitted in writing to AcornVac, Inc. for review, and the Buyer will be subject to charges incurred due to the extent of the change or cancellation. Non-stock and custom fabrications are not subject to cancellation.

**Force Majeure:**

Morris Group International companies will not be liable for any failure or delay in performing an obligation that is due to any of the following causes: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, transportation issues or generalized lack of availability of raw materials or energy.

**Origin & Far Compliance:**

SUPPLIER reserves the right to furnish either foreign or domestic material unless otherwise specified by the customer at the time of quotation and noted on the subsequent purchase order. Requirements for product compliance and certification with the Buy American Act, Buy America Act, and any other Federal Acquisition Regulation shall be noted on the purchase order. Failure to document domestic and federal procurement requirements on the purchase order shall result in PURCHASER assuming all liability and replacement costs for products determined to be non-compliant.

**Limited Warranty:** AcornVac, Inc. warrants that all of its' Products are guaranteed against defective material or poor workmanship under normal use and service for a period of one year from date of shipment, or as otherwise noted in special project quotations. AcornVac's liability under this warranty shall be discharged by replacement or repair without charge FOB Chino, CA any goods or part thereof which appear to the company upon inspection to be of defective material or not of first class workmanship, provided that claim is made in writing to the company within reasonable period after receipt of the product. Where claims for defects are made, the defective part or parts shall be delivered to the company prepaid at Chino, CA for inspection. AcornVac will not be liable for the cost of repairs, alterations, or replacement or for any expense connected therewith made by the owner or his agents except upon written authority from AcornVac, Inc. Chino, CA offices.

This warranty does not cover installation or labor charges, and does not apply to materials which have been damaged by other causes such as mishandling, misuse, or improper care. The repair or replacement of the defective materials shall constitute the sole remedy of the Buyer and the sole remedy of AcornVac, Inc. under this warranty. AcornVac, Inc. shall not be liable under any circumstances for incidental, consequential or direct charges caused by defects in the materials, or any delay in the repair or replacement thereof. Buyer agrees that AcornVac, Inc. has made no other warranties, either expressed or implied in addition to those above stated except that of title with respect to any of the products or equipment sold here under and that AcornVac, Inc. shall not be liable for general, special or consequential damages claimed to arise under the contract of sale. With regard to fixtures coated with AcornEnviro-Glaze®, all warranties are void unless fixtures are maintained in accordance with notice attached to each fixture. All designs are subject to change without notice. Unless stated in the order, material will be furnished of the design in effect at the time the order is filled.

Terms, Conditions and Warranty are subject to change. Always refer to the latest online document at [acornvac.com](http://acornvac.com)