

Saddle Brook Controls
General Terms And Conditions
Engineered Projects

Our terms and conditions apply to all orders. We do not accept any deviations from our terms. If your P.O. or other correspondence lists terms that are different from ours, we may process your order, but we do not accept the terms. We reserve the right to change our terms and conditions of sale at any time and without prior notice. Our terms and conditions in effect on the day an order is accepted shall apply without deviation. All orders are subject to our acceptance.

1. **Security Interest:** We maintain a security interest in all the products that we sell. That is, we reserve the right to repossess any equipment for which we have not been paid. This includes products that have already been shipped to an end customer, either individually, or as apart of a machine or process.
2. **Taxes:** Saddle Brook Controls is obligated to charge sales tax unless a Tax Exemption Certificate is on file with us.
3. **Receiving Shipments:** Please inspect all deliveries promptly. You must notify us within 48 hours of receipt with reported discrepancies or shortages.
4. **Purchase Orders:** We require confirming PO's for telephone orders. Please fax, e-mail or mail the confirming PO clearly marked as a confirming purchase order. Please remember, only our terms and conditions will apply.
5. **Business Hours:** Monday – Friday 8AM –5PM Our voice mail, fax machine, and e-mail is available 24 hours a day to receive orders or messages.
6. **Delivery:** Unless otherwise indicated, all shipments made are FOB Factory for all components included in the system. All lead times quoted represent-estimated production time or time required to prepare material for shipment, exclusive of transportation time. Delivery time quoted is provided as an estimate only. Saddle Brook Controls cannot assume responsibility or accept back charges for late deliveries.
7. **Payment Options:**
 - **Down Payment:** Customers placing an order for an engineered system are required to pay a minimum of 30% of the total quoted system at the time of order placement. In addition to the contract price, the buyer shall assume and pay all sales use, excise, property, services and/or other taxes and fees as well as any interest and penalties pertaining to the sale of property, services or other subject matter of said order. In the event of nonpayment so that the Seller is required to employ an attorney or collection agency, Buyer agrees to be responsible for reasonable fees for collecting.
 - **Shipping Payment:** The second payment is due at the time of shipping the completed system. The amount is 40% of the total system price. Note that we will not ship until the 40% payment is received.
 - **Final Payment:** The final project payment is due net 30 days after the system is shipped.
8. **Shipping Options:** We use local trucking companies and courier service depending on the size of the system all freight charges are prepaid and added to the invoice. If you prefer we can arrange your choice of carrier. If you prefer to use a different carrier you must specify the carrier name, phone #, account # and shipping method on your order.
9. **Shipping Charges:** We calculate shipping charges based on FOB factory on all components included in the system.
10. **Insurance & Handing Charges:** We automatically include insurance and any factory handing fees we incur to your invoice. If you elect to waive insurance you must fill out an insurance waiver form and agree that any loss or damage to the system will be your responsibility.

11. **Warranty:** Seller will supply the manufacturer's warranty, if any, and Buyer's rights in respect to any goods covered by the order shall excessively be against the manufacturer and under the manufacturer's warranty. Any product which Buyer elects to return to Seller, and Seller elects to receive for transmittal to any manufacturer under any manufacturer's warranty may only be returned to the Seller with transportation charges to Seller and to manufacturer prepaid. Seller shall not be obligated to assist Buyer in respect to any manufacturer's warranty, but shall do so only at its option, unless otherwise agreed by Seller in writing.
12. **Installation:** Installation is the responsibility of the buyer.
13. **Acceptance of the System:** Buyer's acceptance shall occur upon successful testing of the delivered system either at Saddle Brook Controls or buyer's location. Testing will be performed based upon a mutually agreed upon specification.
14. **Programs:** Any custom programs designed by Seller are granted to the Buyer.
15. **Agreement Modification:** The terms and conditions herein contained and any other terms and conditions stated shall constitute the complete agreement between Seller and Buyer and shall prevail over all oral or written statement or understandings of any kind whatsoever made by the parties or their representatives.
16. **Cancellation:** If Buyer cancels order seller is to be paid for all engineering services provided and for all restocking charges for all hardware included in the system based upon the manufacturer's acceptance of the products to be returned. The buyer will be responsible for any products that the manufacturer refuses to accept.
17. **Limitation of Liability:** In no event, including but not limited to sale of goods manufactured by others, repairs, assembly, or modification of goods, will Seller be liable for special, indirect, or consequential damages, even if Seller has been advised of the possibility of such damages. Seller's liability, whether based on contract, negligence, or any other cause of action, shall not in any case exceed the cost of correcting defects or the cost of the order whichever is less, in the equipment herein provided to Buyer. Buyer shall first, however, prior to any resort to Seller based upon any cause of action exhaust all manufacturers' warranties.
18. **General:** All orders are subject to final acceptance by Seller at its designated office or manufacturing facility. The terms and conditions stated herein shall apply to and govern this Sales Agreement and shall apply to and govern any other relating hereto.