

ROYCE COMPANY
TERMS & CONDITIONS

Terms: All accounts are Net 30

Taxes: The buyer shall pay Royce Company all excise, sales, use, occupational, or similar taxes assessed on equipment or services supplied, as indicated on invoice.

Default: A default in payment causing collection proceedings will make the customer liable for attorneys' fees and all other related costs for collection. If payment is not made within 30 days of invoice date, a delinquency charge of 6% per month, of the highest percentage allowed by law, shall be added to the total amount due.

Shipping: We will ship to the first point within the United States, freight prepaid and allowed by the carrier of our selection. The buyer is responsible to receive and verify count and accuracy of shipment. All claims for shortage and damage must be filed within 30 days by the consignee.

Warranty: Guarantees to replace or repair at our plant facility any product which is found to be defective in workmanship and/or material within 6 months installation, which shall be, in no case longer than 12 months after date of shipment. The express warranty stated above shall supersede other warranties with respect to products whether expressed or implied.

Accepts no responsibility or liability when our products are subject to abuse, misapplication, unauthorized repairs, abrasion, corrosion, or other events not suitable for product use.

In no event shall Royce Co. have any liability for commercial loss claims for labor or damage either direct or consequential of any type whether owner's claims are based in contract, Tort, warranty, strict liability, or otherwise.

Additional or extended warranties are available for purchase. Contact factory for details.

Delivery Dates/Pick up Dates: Delivery dates are not guaranteed. When given a delivery date, it will be the best estimate given in good faith from all available data. Royce Co. will make every attempt to meet published delivery dates but shall not be liable for loss and/or damages caused by delays due to fire, strikes, labor troubles, government regulations, acts of elements, transportation, failure to receive materials, or causes of the like or different nature beyond the control of Royce Company.

Returns and Cancellations: Obsolete, special order, and modified products are not subject to return. All products once shipped cannot be returned without factory authorization. The returned items may be subject to a restocking charge. In addition, the returned goods will be subject to freight charges in both directions.

Back Charges: Does not automatically authorize field repair without notification and will limit charge backs to the cost of replacement products. Claims for back charges must be submitted in writing within 30 calendar days after installation of product. Does not accept back charges from third parties. All claims must be submitted. Back charges will not be honored if invoice is not paid. Do not deduct back charge claims from invoice or withhold payment. Products are based upon the most current factory literature available to us. We reserve the right to refuse back charges in factory products beyond our control and notification.