



The Only Industrial Roller Source You'll Ever Need

TERMS AND CONDITIONS OF SALE

DELIVERY: Unless previously arranged, this order is accepted by the Seller on the basis that time of delivery is not of the essence. The Seller shall not be liable for any delays in filling this order caused by (a) accidents to machinery, labor disputes, fires, floods; priorities granted at the request or the benefit, directly or indirectly, of the Federal or any State Government or agency thereof; delays in transportation or lack of transportation facilities; restrictions imposed by the Federal or State legislation or rules or regulations thereunder or (b) any cause beyond the reasonable control of the Seller. Actual receipt of the products by the Buyer shall constitute a waiver of any and all claims for delay.

TAXES: Any tax or other governmental charge upon the production, sale, use and/or shipment of the goods sold hereunder, including raw materials used therein, now imposed or hereinafter becoming effective within the period hereof shall be added to the price herein provided and shall be paid by the Buyer.

INSPECTION AND ACCEPTANCE: The products covered by this order shall be deemed finally inspected and accepted within thirty days after their receipt by Buyer, unless notice of rejection or notice of any claim is given in writing to the Seller within said period. Acceptance as aforesaid shall constitute acknowledgement of full performance by the Seller of all its obligations hereunder except as further stated under paragraphs regarding Warranties, Disclaimers and Remedies.

WARRANTY: Subject to the limitations of Paragraphs 5 and 6. Seller warrants that all goods sold hereunder shall be of a quality equivalent to production samples which may have been previously submitted and approved by the Buyer, and shall conform to Sellers standard specification and any other mutually agreeable specifications forming a part of this order.

DISCLAIMER OF WARRANTIES: IT IS EXPRESSLY UNDERSTOOD THAT THE WARRANTY STATED IN PARAGRAPH 4, WHICH RELATES TO THE QUALITY OF THE GOODS SOLD HEREUNDER, IS SELLER'S SOLE WARRANTY WITH RESPECT TO GOODS. THIS EXPRESS WARRANTY IS MADE IN LIEU OF AND EXCLUDES ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any recommendations for the use of this product have been made and are based on tests believed to be reliable; however, the SELLER MAKES NO EXPRESS WARRANTY, AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONCERNING THE EFFECTS OF SUCH USE.

MODIFICATION AND LIMITATION OF REMEDY: The Seller shall not be liable under any circumstance for any loss, damage or expense directly or indirectly arising from the use of the goods sold hereunder or from any other cause, and Seller shall not be liable under any circumstance for consequential or incidental damages. SELLER'S LIABILITY FOR BREACH OF WARRANTY HEREUNDER IS, IN ALL INSTANCES, LIMITED SOLELY AND EXCLUSIVELY TO ONE OF THE FOLLOWING AT SELLER'S OPTION: (1) THE REPLACEMENT OF DEFECTIVE GOODS AT THE F.O.B. POINT SHOWN ON THE FACE HEREOF, OR (2) THE REPAYMENT OF THE PURCHASE PRICE PAID FOR DEFECTIVE GOODS. Goods claimed to be defective which may be returned shall be returned to and at the cost of the Buyer. For any claim based on goods which cannot be returned to the Seller, the Buyer shall demonstrate good cause for Buyer's failure or inability to return said goods, and shall make sufficient showing that said goods are defective. Every Claim on account of defective goods or any other cause shall be deemed waived by the Buyer.

- (1) If the goods are placed in use or in the manufacture of other products beyond the advertised or stated shelf-life of the goods; and
- (2) Unless received by Seller in writing within thirty (30) days after Buyer learns of the facts upon which such claim is based, but in no event later than thirty (30) days after the stated shelf-life of the goods and in the absence of a stated shelf-life no later than one (1) year from the date of shipment by Seller. Shelf-life shall be measured from the date of shipment by Seller.

PAYMENT INDEMNIFICATION: The Buyer covenants and agrees to indemnify and hold the Seller harmless from and against any and all cost, expense or judgments through claims or demands based on infringement of any patent, where the Seller uses the Buyer's specifications in the fulfillment of the order covered herein.

COMPLIANCE WITH THE LAW: Seller Shall in the performance of this order comply with all applicable Federal, State, and local laws, rules and regulations, including the Fair Labor Standards Act of 1938, as amended, and agrees that this certification may serve as the certificate contemplated by the Act.

QUOTATIONS: Prices quoted are not binding beyond (30) days unless by special arrangement. Clerical errors are subject to correction.

Menges Roller Company
www.MengesRoller.com

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ORDER CANCELLATIONS; CHANGES: Orders are for acceptance at Seller's office Wauconda, Illinois, and are subject to cancellation after acknowledgement, only upon terms that will indemnify Seller against all loss of said cancellation. Any changes in specifications, covering material or delivery, can be made at the Buyer's direction and expense.

SHIPPING INSTRUCTIONS: When ordering, the Buyer shall state definitely the method of shipment preferred. In the absence of shipping instruction, the Seller will use its best judgment as to method of shipment.

RETURNS: On returned material there will be a handling charge when the Seller has filled orders according to specifications. No materials shall be returned to Seller without written consent and in accordance with shipping instructions furnished by the Seller.

OTHER TERMS OF AGREEMENT: Unless these terms and conditions are superseded by a definitive written agreement between the parties, this contract of sale constitutes the entire agreement between the parties, and the Seller shall not be bound by any agent's or employee's representation, promise of inducement not set forth herein.

No waiver, alteration or modification of any of the provisions hereof shall be binding on the Seller unless in writing, and signed by its duly authorized representative. In no event shall the Seller be liable for consequential damages.

The Buyer shall not assign this contract or any rights hereunder without the written consent of the Seller.

EXPORT: If this order applies to goods for export shipment from the U.S., the legal title and insurable interest to such goods shall be retained by the Seller until they are delivered to and received on behalf of Buyer at the port of destination. When exported, these commodities and/or technical data are licensed by the United States, Diversion contrary to U.S. laws prohibited.

Menges Roller Co., Inc believes that all persons are entitled to equal employment opportunities. Menges Roller Co., Inc does not discriminate against employees or applicants for employment because of race, color, national origin, sex, religion, age, mental or physical handicap, ancestry, marital status, veteran status or Vietnam Era service.