

## Warranty and Standard Conditions of Sale

---

The Seller warrants to the Purchaser that any equipment manufactured by it and bearing its name plate to be free from defects in material or workmanship, under proper and normal use and service, as follows: If, at any time within one (1) year from the date of shipment, the Purchaser notifies the Seller that in his opinion, the equipment is defective, and returns the equipment to the Seller's originating factory prepaid, and the Seller's inspection finds the equipment to be defective in material or workmanship, the Seller will promptly correct it by either, at its option, repairing any defective part or material or replacing it free of charge and return shipping lowest cost transportation prepaid (if Purchaser requests premium transportation, Purchaser will be billed for difference in transportation costs). If inspection by the Seller does not disclose any defect in material or workmanship, the Seller's regular charges will apply. This warranty shall be effective only if use and maintenance is in accordance with Seller's instructions and written notice of a defect is given to the Seller within such period. **THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY OTHER WARRANTIES, WRITTEN, ORAL OR IMPLIED. SPECIFICALLY, WITHOUT LIMITATION, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.** The liability of the Seller shall be limited to the repair or replacement of materials or parts as above set forth.

### LIMITATION OF LIABILITY

The Seller shall not be liable for any claim or consequential or special loss or damage arising or alleged to have arisen from any delay in delivery or malfunction or failure of the equipment. The Seller's liability for any other loss or damage arising out of or connected with the manufacture or use of the equipment sold, including damage due to negligence, shall not in any event exceed the price of the equipment supplied by Seller.

### QUOTATIONS

Any quotation of price or terms shall be for acceptance within 30 days. Unless otherwise indicated, prices are F.O.B. Seller's Plant. Prices do not include sales, use, excise taxes, or other governmental charges upon the production, shipment, or installation of the equipment covered hereby, and where applicable, such taxes or charges, current or future, shall be billed as a separate item and paid by the Purchaser.

### DELIVERY

Any indicated delivery date is approximate, and, while the Seller shall use its best effort to make deliveries in accordance therewith, the Seller shall not be liable for any delays in delivery or damages therefrom. Unless otherwise specified, method of shipment will be selected by Seller, in its discretion.

**PAYMENTS AND CREDIT**

In the absence of a specific provision to the contrary, terms shall be net and paid in full before shipment is made. Payment terms of net 30 days is subject to our receipt of Purchaser's purchase order and Seller's determination of credit approval. If partial shipments are made, payments therefore shall be due as above, pro rata. All payments shall be in legal currency of the United States. Seller's prices prevailing at time of each shipment shall apply.

**TRANSFER OF OWNERSHIP**

Shortridge Instruments, Inc. retains full and complete legal title to, and all legal rights in the ownership of any equipment which is shipped prior to receipt of payment. Transfer of ownership to purchaser occurs upon receipt in our office of full payment for the equipment, and all related charges incurred in shipping, handling, documentation, service charges or collection fees. Purchaser may not transfer ownership or encumber the subject equipment in any manner prior to full discharge of all debts to Shortridge Instruments, Inc. which are directly related to purchase of said equipment.

**CANCELLATION AND RETURNS**

Any order which has been accepted by the Seller may be canceled only with the consent of the Seller, which shall be given upon Purchaser's agreement to pay the Seller reasonable cancellation charges. Seller will not accept return of any merchandise for credit unless its written consent thereto is given in advance.

**GENERAL CONDITIONS**

All orders are subject to acceptance by Seller at its Main Office. Stenographic and clerical errors are subject to correction. No oral or subsequent modification or any other foregoing general provisions or of any term or condition of any order shall be binding unless agreed to in writing by the Seller and Purchaser.

Shortridge Instruments, Inc. reserves the right to make changes at any time, without notice, in prices, colors, materials, specifications and models, and also to discontinue models.

---

**Shortridge Instruments, Inc.**

7855 East Redfield Road • Scottsdale, Arizona 85260  
Phone (480)991-6744 • Fax(480)443-1267 • [www.shortridge.com](http://www.shortridge.com) •  
[info@shortridge.com](mailto:info@shortridge.com)

**SHORTRIDGE INSTRUMENTS, INC.**