



**MYRON ZUCKER, INC. AGREEMENT OF SALE - Sale Conditions and Terms**

**AGREEMENT AND ACKNOWLEDGEMENT:**

1. This acknowledgement constitutes the full and complete agreement between the seller and purchaser and is the seller's agreement to sell and perform only as herein set forth.
2. Acceptance of purchaser's order is expressly conditional on purchaser's assent to the following conditions and terms, which is presumed given unless seller receives reasonable notice of objections thereto.
3. Seller hereby gives notice to purchaser that conditions and terms contained in any order notice or writing from purchaser in addition to or conflicting with those herein set forth are expressly rejected by seller and shall not become a part of the contract between purchaser and seller.

**WARRANTY:**

1. Goods sold hereunder are warranted by seller to be free from defects in design, material and workmanship for two (2) years from date of shipment by seller. Manufacturer reserves the right to fully inspect and analyze product to determine the probable cause of defect or failure.
2. Seller's liability under this warranty is expressly limited to replacement of goods sold hereunder, after reasonable notification from purchaser to seller of any alleged defects and seller's written authorization to purchaser to ship the alleged defective goods PREPAID to seller's facility at 36825 Metro Court, Sterling Heights, Michigan 48312.
3. There are no other warranties, expressed or implied, or as to fitness for purchase or as to merchantability, other than those therein set forth.
4. Preventive maintenance is necessary and should be performed by qualified personnel only, as specified in operations and maintenance information provided with products.
5. Warranty will be considered void if the equipment is misused, improperly installed or applied, if unauthorized repairs or modifications are performed by the customer, installer or other personnel without written authorization from Myron Zucker, Inc.
6. Warranty is non-transferrable and is extended only to the first location of use.
7. Installation or other labor is not included as part of this warranty.

**LIMIT OF LIABILITY:**

1. Direct and/or consequential damages are hereby limited to the replacement of alleged defective goods in accordance with the warranty herein set forth, whether a claim shall be for contract for warranty breach or for negligence arising from or out of this contract or from design, manufacture, delivery, sale, resale, installation, inspection, repair, operation or otherwise connected with the goods sold or furnished under this contract.

**PAYMENT TERMS:**

1. NET DUE THIRTY (30) DAYS FROM INVOICE DATE IN U. S. FUNDS AT PAR.
2. One and One Half Percent (1.5%)/Monthly Interest will be Added if not paid within 90 Days of Invoice.
3. Seller reserves the right to require payment for part or all of goods ordered, prior to shipment.
4. All NSF checks returned to Myron Zucker, Inc. will be subject to a \$45 NSF fee.

**MINIMUM ORDER REQUIREMENT:**

1. All orders are subject to a \$100 minimum order requirement.

**PRICING TERMS:**

1. Prices of all goods shall be set forth by seller and subject to change without notice.
2. Goods on order will be invoiced at date of shipment at price in effect as of date of shipment.
3. If purchaser should delay or change order after entry, purchaser may be responsible for any increase in price, cancellation or handling charges incurred.

**SHIPMENT:**

1. Seller shall reasonably maintain the shipping dates contained in the acknowledgement to purchaser, but seller specifically disclaims for delays in manufacture and/or delivery of goods for causes reasonably beyond the seller's control, including but not limited to: act of God, purchaser, civil or military authority, priority, fire, strikes and/or labor disputes, floods, war, riot and/or civil strife, transportation delay, shortage, limitation or otherwise of materials, components, manufacturing processes or premises.
2. Delivery dates will be extended by seller of such reasonable period of time as occasioned by such delay.
3. All shipments are F.O.B. Sterling Heights, Michigan and do not include crating charges.
4. If any shipment made in accordance with purchaser's instructions is refused for whatever reason, the purchaser shall be responsible for payment of such merchandise in accordance with the terms of agreement, as though such merchandise has been accepted at the time of the original delivery. Purchaser shall also be responsible for storage, handling and redelivery charges, and shall pay charges as invoices are rendered.
5. All goods are in proper order when shipped any loss and/or damage must be noted on inspection report and claim immediately filed with carrier.

**CANCELLATION POLICY:**

1. Orders for standard items cancelled prior to shipment from factory may be subject to restocking fee.
2. Orders for non-standard items as determined by Myron Zucker, Inc. including but not limited to banks, filters, specials or items built to customer specifications that are cancelled prior to shipment from factory will be subject to cancellation fee.

**RETURN GOODS POLICY:**

1. Returns for standard items will be accepted 90 days from ship date in original carton. Items must be unused and free of alterations.
2. Return Goods Authorization (RGA) Number must be obtained from Myron Zucker, Inc. prior to and return and must be noted on all paperwork.
3. Approved returns must be shipped prepaid to Myron Zucker, Inc. factory. No credit will be issued for any freight cost.
4. Minimum 25% restocking fee to apply, but actual fee will be determined upon inspection of returned goods.
5. Spare parts purchases are non-returnable including but not limited to capacitor cells, fuses, fuse blocks, resistors etc.
6. Non-standard items as determined by Myron Zucker, Inc. including but not limited to banks, filters, specials or customer specifications cannot be returned for credit.

**TAXES:**

1. Sales tax, use tax, excise tax and other similar levies shall be paid by purchaser and are not included in seller's price.
2. Evidence of tax exemption shall be by appropriate certificate acceptable to taxing authorities and shall be provided by purchaser.

**APPLICABLE LAWS:**

1. The laws and statutes of the State of Michigan and the Uniform Commercial Code shall govern all matters arising hereunder.
2. Seller has complied with all applicable state and Federal statutes and ordinances including Section 12(A) of the Fair Standard Act of 1938, as amended and clauses required to be included in this contract by law or administrative regulation, having the effect of law, is hereby deemed incorporated herein.

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[www.myronzucker.com](http://www.myronzucker.com)

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