



www.jewellinstruments.com

Jewell Instruments, LLC
850 Perimeter Road
Manchester, NH 03103 USA

Telephone: 603 669-6400
Toll Free: 800 638-3771
Facsimile: 603 669-5962
sales@jewellinstruments.com

TERMS AND CONDITIONS OF SALE

1. **GENERAL** Except as otherwise may be specifically provided by separate written agreement, the details of this quotation as written on the face hereof and the terms and conditions set forth below constitute the entire agreement between Seller and Buyer and the terms and conditions in any subsequent buyer's purchase order shall be of no force or effect.
2. **ERRORS** All stenographic and clerical errors are subject to correction.
3. **DELIVERY** The seller shall be excused for failure to perform any part of this quotation due to events beyond his control. These events shall include, but not be limited to fire, storms, flood, earthquakes, explosion, accidents, acts of the public enemy, strikes, sabotage, labor disputes, work stoppages, embargoes or delays in the delivery of materials. Delivery will be deemed suspended as long as any such causes delay the execution. The Seller agrees to make, and the Buyer to accept, deliveries whenever such causes have been remedied.
4. **CANCELLATIONS** Items covered by this quotation may not be canceled.
5. **TAXES** The amount of any and all taxes shall be added to the price and be paid by the Buyer because of transaction under effective statute, or in lieu thereof, the Buyer will furnish the Seller with proof of tax exemption acceptable to the taxing authorities.
6. **RETURNS** Return for credit will not be acceptable unless prior authorization is obtained from the Seller or as agreed upon per contract.
7. **SHORTAGES** The Buyer must notify the Seller of any claim for shortage, or any other cause within fifteen (15) days after receipt of shipment.
8. **F.O.B. POINT** Seller's F.O.B. point will be Manchester, New Hampshire or as agreed upon per contract.
9. **TRANSPORTATION** The Buyer's shipping instruction will be followed, or as agreed upon per sales policy or contract. Seller's responsibility ceases when goods are delivered to the carrier and all claims for loss or damage in transit must be made against the carrier by the Buyer.
10. **WARRANTY** Seller warrants its products to be free from defects in workmanship and material. Seller's liability is limited to replacing the instrument, or any part thereof, that is returned by the original purchaser, transportation paid, to the factory within on (1) year after date of shipment, or as noted in the sales policy or contract provided that the Seller's examination shall disclose that a defect existed under proper and normal use. Seller shall not be responsible for consequential damages of any kind. This warranty is in lieu of all other warranties, liabilities or obligations to the Buyer or any other person.
11. **FAIR LABOR STANDARDS ACT** Seller hereby certifies that these products were produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Act as amended and all regulations and orders of the United States Department of Labor, issued under section 14 thereof.
12. **BILLING** In the event the purchase order is not shipped within the specified time period Jewell Instruments reserves the right for remedy by either billing to correct the selling price for the actual quantity shipped or by billing for any unshipped units.
13. **PRICE ADJUSTMENT** Jewell Instruments reserves the right to renegotiate pricing at its discretion. In the event mutually agreeable pricing cannot be resolved, Jewell Instruments may cancel the balance of the order without recourse on the part of either party.