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1-Year Warranty and Conditions of Sale

- I. **Conditions of Sale:** The following conditions of sale are made part of this quotation or proposal unless modified in writing by an officer of Lectrus Corporation, or stated otherwise in quotation or proposal.
- II. **Prices:** Unless otherwise stated, prices quoted are firm for acceptance within 30 days from the date of this quotation or proposal.
- III. **Taxes:** This quotation or proposal does not set forth any Local, State, or Federal taxes, which may be an obligation of this sale. Such charges, if applicable, shall be to the account of the buyer.
- IV. **Terms of Payment:** Unless otherwise stated herein, terms of payment to firms with approved credit are: net 30 days, from date of shipment or advice or notification that equipment is ready for shipment. Progress billing may be implemented if the at the approval stage of the drawings or if the equipment is delayed for shipment for reasons beyond our control.
- V. **Freight:** All equipment, unless otherwise stated, is offered F.O.B. Lectrus Corporation Corporation, Chattanooga, TN 37421. Freight charges, freight forwarding charges, dockage charges, and cost of preparing export documents, all duties tariffs or similar levies will be to the account of the buyer.
- VI. **Packing:** Equipment of this proposal, unless otherwise stated, is offered packaged for domestic shipment only. Charges for export packaging or other types of packing, if required will be to the account of the buyer.
- VII. **Warranty:** All equipment modified or custom built by Lectrus Corporation is warranted against defects of material and workmanship, if it has been **properly installed, applied and maintained**, for a period of twelve months from the date of startup with a maximum of eighteen months after shipment. Lectrus Corporation responsibility under this warranty, whether expressed or implied, is limited to replacement of parts or components that prove to be defective within the above period at our facilities in Chattanooga, Tennessee. Lectrus Corporation, shall not be liable under any circumstances for consequential damage. Any warranties and benefits from other manufactures of components used by Lectrus Corporation will be passed onto the purchaser as available.
 - A. Warranty is void if free access to the product is not available.

- B. Lectrus must be notified of all warranty claims and given ample time to make repairs. No repair charges will be honored without written notice of acceptance with charges indicated.
- C. The determination of defects is to be made by Lectrus Corporation. All warranty claims require a purchase order from the Customer prior to Lectrus Corporation replacing equipment or material or re-performing services.
- D. Paint is warranted against cracking, peeling or blistering.

VIII. General:

- A. Title of equipment will remain with us until all sums due have been paid.
- B. We shall have the right to transfer any or all notes held hereunder, and title or right of possession will pass to the legal holder.
- C. Any equipment or labor or other charges in addition to those required by this proposal will be paid for by buyer as an extra at our normal rates.
- D. It is understood that this proposal sets forth our entire agreement, and purchase orders received by us resulting from this quotation or proposal shall be subject to the limits of our obligation stated herein.

IX. Exclusions:

- A. Damage to the building contents.
- B. Damage as a result of an act of God is not covered under this warranty.
- C. Damage resulting from repairs made to the building systems or components without the manufacturer's prior written authorization.
- D. Modifications to any building system or component after Substantial Completion without prior written authorization from the manufacturer. Damage resulting from any of the following:
 - D1. Settlement, expansion, contraction, cracking, warping, or movement of non-building systems or components, foundations, or floor slab.
 - D2. Natural disasters: Windstorms exceeding the testing limits of U.L. 90, hurricane, cyclone, tornado, flood, hail, lightning, or earthquake.
 - D3. Accidents, vandalism, or other uncontrollable events.
 - D4. Chemical attack from sources
 - 4a) unknown
 - 4b) not identified in the inquiry package.
 - D5. Falling objects, misuse or abuse of a system, or material storage or debris on the roof.
 - D6. Infiltration of moisture or condensation in, through, or around non-system components, or underlying or surrounding areas, unless caused by defective installation of a warranted system or its components.
 - D7. Failure of the materials supplied by others, except where such items are specified or advertised by the manufacturer as a part of the building system.
- E. The implied warranties of merchantability and fitness for a particular purpose are excluded.
- F. Expendable items such as fluorescent lamps, bulbs, filters etc... are excluded.