



# Campbell

## Warranty, Terms & Conditions of Sale

### Warranty

Campbell Manufacturing, Inc.'s (Campbell) warranty obligation is limited to repairing or replacing (at Campbell's cost) non-conforming goods. The warranty period for Campbell's products commences on the date of purchase. Repair shall occur during Campbell's normal business hours during the warranty period. Examination and repair or replacement of such Products will be effected on location or at Campbell's facilities, at Campbell's option. Products to be examined, replaced, or repaired at Campbell's facilities must be returned to Campbell by Purchaser within the warranty period, transportation charges prepaid. If examined Products are found not to be defective or are not for some other reason within the warranty coverage, Campbell's service time expended on and off location will be charged to Purchaser.

### Warranty Limitation and Exclusion

Purchaser agrees to use, maintain, and install Product in accordance with recommendations and instructions of Campbell. Campbell will have no warranty obligation under this agreement if the Product is subjected to abuse, misuse, negligence, or accident. This warranty does not cover or apply to any products or material supplied by, but not manufactured by, Campbell and is limited to the actual warranty extended to Campbell by its supplier.

### Disclaimer of Warranties

The warranty printed above is the only warranty applicable to this purchase. All other warranties, express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose are disclaimed and excluded. There are no warranties which extend beyond the description on the face hereof. These warranties are exclusive and substituted for all others, express or implied, arising by law or otherwise. Under no circumstances shall seller be liable for special, indirect, or consequential damages as described in §2-715 of the uniform commercial code. The price stated for the equipment is a consideration in limiting seller's liability. No action, whether in contract or tort, arising out of the transactions under this agreement may be brought by Purchaser more than one year after the cause of action accrued.

### Limitation Liability

It is understood and agreed that Campbell's liability and the remedy of Purchaser or other third party whether in contract, in tort, whether caused by Product failure or failure of Campbell to perform, under any warranty, in negligence or otherwise, arising from sale or use of said Product, shall be limited to and not exceed the return of the amount of the purchase price paid by Purchaser.

### Complaints

Complaints concerning defective goods or errors should be made immediately in writing to Campbell Manufacturing, Inc., Bechtelsville, PA.

### Product Changes

The right is reserved to make changes in pattern, design, or materials when deemed necessary, without prior notice. Products which have become obsolete by reason of design change or discontinued as a manufactured item may not be returned for credit.

### Returned Goods

Materials must not be returned unless consent has first been obtained in writing from Campbell. Returns of saleable goods subject to 25% restocking charge.

### Risk of Loss/Damage

All goods are at the risk of the Purchaser after they have been delivered by us to the carrier and receipt obtained for same (in good order).

### Orders

Orders are subject to acceptance at Campbell.

### Responsibility

We will not be responsible for delays resulting from strikes, accidents, failure of suppliers, negligence of carriers, or other causes beyond our control.

### Ordering Information

When ordering material, please use trade number, size, and other definitive information necessary.

### Standard Package Quantities

Order by standard packaged quantities shown in catalog. When quantity is not shown, item is individually packaged or in bulk.

### Special Products

Products made to customer's specifications are not refundable and requests for cancellation of orders will not be considered if the manufacture of materials is in process when the request reaches the home office.

### Errors, Shortages, Etc.

Claims for errors, shortages, etc., must be made on receipt of goods; otherwise no allowance will be made.

### Prices and Quotations

All prices and quotations are subject to change without notice. Items not listed in this catalog will be quoted on application. Prices and quotations in Campbell product catalog do not constitute offers. A request to purchase is to be construed as an offer and Campbell retains all authority to accept or reject offers.

### Taxes

Any tax that may be imposed by law on the sale of articles made or sold by this company shall be added to the sale price of such articles.

### Export

Handling, packaging, and documentation charges will be added to invoice on export shipments, when applicable.

### Minimum Charge

\$15.00 per order.

### Interest

Interest at 18% per annum will be charged on invoice not paid upon maturity. No discount allowed after due date.

### Freight

All prices F.O.B. Factory. Freight on domestic orders within the 48 continental United States will be prepaid and allowed on \$1300 net orders east of the Rocky Mountains and \$1600 net orders west of the Rocky Mountains. Shipments to Canada will be prepaid on \$3000 net orders. Other shipments outside the 48 continental United States will be prepaid and allowed to the closest inland point of exportation based on the above net order minimums.

### Terms

2% 15 days net 30.