



## TERMS AND CONDITIONS

### Business Hours:

Our business hours are 8:00 am to 5:00 pm. EST, Monday through Friday. Orders can be placed via email, fax or phone and MUST INCLUDE:

- Purchase Order Number
- Contact Name
- Phone & Fax Number
- Ship To & Bill To Address

Orders received after 3:00pm will be entered the following business day. It is the responsibility of the customer to check for an order acknowledgement.

We accept VISA, MASTERCARD and AMERICAN EXPRESS. Credit terms are available. Call our office for credit application.

### Prices and Terms of Sale:

Prices are subject to change without notice. Those in effect when we receive your order will apply. All prices listed in U.S. Currency.

### Discounts:

We offer quantity discounts on many of our products. Please contact an authorized CTE Chem Tec Sales Representative to discuss how you may qualify.

### Shipping:

Standard items may be delivered in limited quantities within 8 working days from receipt of order. Custom items may take 6 to 8 weeks. Contact factory for lead times. Precautions are taken to ensure arrival of all shipments. All shipments are insured at value. Refusal of insurance releases CTE Chem Tec from any and all liability for lost or damaged goods. Should you receive goods damaged in transport, you must file a claim with the carrier within 90 days or the claim is waived. Chem Tec shall not be liable for any damages, late delivery, lost shipments or damaged goods.

### Expedited Delivery:

Additional fees will be added to any order requiring an expedited delivery (24 hours after receipt of purchase order). Expedited delivery is limited to standard units and is based on quantity on-hand. Factory reserves the right to decline expedited delivery.

### Delivery Policy:

Extended delivery orders/blanket orders and partial shipments are subject to the following terms and conditions:

- Firm delivery schedule must accompany order.
- Maximum term of order is 12 months from date of original purchase order.
- Releases against blanket orders are given with a minimum of three (3) weeks lead time.
- Blanket orders are subject to back-charges based on conditions of agreement.
- Please call the factory for orders requiring special delivery scheduling.

### Cancellations:

Any standard, custom or blanket order in production may not be cancelled. Custom or blanket orders are subject to billing of materials. Pricing based on factory authorization & evaluation. Any blanket order with special pricing based on quantity are subject to back-pricing if the complete order is not shipped complete quantity, if quantity does not meet agreed number.

### Return Policy:

Before sending any unit(s) back to the factory, contact our return department for a Return Authorization number. CTE will not accept returns without authorization. Return goods freight pre-paid in the ORIGINAL PACKAGING, including ORIGINAL PACKING SLIP. C.O.D. returns will not be accepted. Chem Tec reserves the right to apply re-stocking, replacement or repair fee upon evaluation of unit(s). **CUSTOM UNITS MAY NOT BE RETURNED.**

### Warranty:

CTE Chem Tec, the seller, warrants its products to be free from defects in material and workmanship in normal use and service for a period of one year from date of shipment. CTE Chem Tec reserves the right and option to refund the purchase price in lieu of repair or replacement upon evaluation of the returned original part. Modification, misuse, attempted repair by others, improper installation or improper operation shall render this guarantee null and void. CTE Chem Tec makes no warranty of merchantability or fitness for a part of purpose.

### Limits of Liability:

In no circumstances shall CTE Chem Tec be liable for special, consequential or exemplary damages of any kind or character, including contract, tort, and strict liability in tort and contract.

Equipment sold by CTE Chem Tec is not intended for use in nuclear installation, nor shall it be used as a "Basic Component" as same as defined under Part 21, Title 10, of the Code of Federal Regulations. In the event of such use, you agree to indemnify and hold us harmless from any and all subsequent liabilities and responsibilities which might arise in connection with such use.

### Buyer Supplied Data:

To the extent that Seller (Chem Tec) has relied upon any specifications, information, representation of operating conditions or other data or information supplied by the Buyer to Seller (Chem Tec) in the selection or design of the Goods and/or provision of Services and the preparation of Seller's (Chem Tec's) quotation, and in the event that actual operating conditions or other conditions differ from those represented by Buyer and relied upon by Seller, any warranties or other provisions, contained herein which are affected by such conditions shall be null and void unless otherwise mutually agreed upon in writing.

### Design Changes:

Due to continuing design improvements some items may differ slightly from the description and/or photograph. Consult factory for current product specifications.

### Compliance:

Our authorized Sales Representatives are available to offer suggestions regarding the use of our products in accordance with installation instructions. Installation, operation and maintenance must be in accordance with CTE Chem Tec's recommendations and applicable electrical codes. It is the sole responsibility of the purchaser to correctly select material for chemical compatibility. **GOODS ARE NOT INTENDED FOR USE IN ANY NUCLEAR OR NUCLEAR RELATED APPLICATIONS.** Failure to comply may result in voiding of warranty.

### Installation:

Buyer shall be responsible for receiving, storing, installing and maintaining all Goods according to Manufacturer's recommendations. Failure to comply with CTE Chem Tec's Installation and Maintenance instructions will render any warranties or other provisions affected by such conditions shall be null and void unless otherwise mutually agreed upon in writing.