



STANDARD TERMS AND CONDITIONS OF SALE
(Applicable to All Quotations and Orders)

P. O. Box 300
Midvale, Ohio 44653
Phone: 740-922-9390
Fax: 740-922-9391

Revision 12/2017

Conveying Excellence

1. **DEFINITIONS:** As used herein, "Company" refers to Dover Conveyor, Inc.; "Purchaser" refers to the buyer identified on the quotation for goods, products, items or services.
2. **QUOTATIONS:** Written quotations are submitted for acceptance within 30 days from the date of issuance, or within such shorter period as may be specified in the quotation.
Verbal quotations are valid only on the day on which they are made.
A written quotation shall become a binding contract between the parties only if and when it has been accepted by the Purchaser and approved by an executive officer of the Company, both as provided on the Company's standard proposal form, or when and if the Purchaser has issued an appropriate purchase order incorporating the entire quotation by reference and such purchase order has been accepted by an executive officer of the Company. In such event, the proposal shall constitute the entire contract between the parties, shall supersede all prior communications, either oral or written, and thereafter may be modified only by written instrument executed by the authorized representatives of the parties.
3. **ORDERS:** All orders are received subject to acceptance by an executive officer of the Company at its principal office in Midvale, Ohio. All orders must be bona fide commitments, showing complete description of equipment, quantity, price and shipping dates required by the Purchaser.
4. **TERMS OF PAYMENT:** All prices are net, and unless other terms are specified, the full price is to be paid within 30 days from date of shipment. A service charge of 1 1/2% per month or 18% annual will be instituted for late payments. **10% due with a written purchase order, 40% due with return of approval drawings, 50% balance due prior to shipment.**
5. **TAXES:** The Company's Prices do not include sales, use, excise or other taxes. In addition to the contract price, the Purchaser agrees to pay all sales, use, excise and other taxes which may be levied, assessed or imposed upon the equipment or the sale thereof at any time at or after delivery thereof at the f.o.b. point to the carrier or the Purchaser. If any such taxes, which have been collected by the Company from the Purchaser and paid to the taxing authorities, are thereafter, held inapplicable, the Company will refund the same to the Purchaser only to the extent that the same has been refunded to the Company by the taxing authority.
If the Purchaser is exempt from the payment of any specific tax, which would otherwise be applicable, it shall be the duty of the Purchaser to furnish to the Company proper exemption certificates.
6. **RISK OF LOSS AND TITLE:** The Purchaser assumes all responsibility for and risk of loss or damage to the equipment after delivery at the f.o.b. point to the carrier, at which time title thereto shall pass to the Purchaser, unless special contract terms are agreed upon whereby the Company actually receives the shipment.
7. **WARRANTY:** The Company warrants the equipment to be free from defects in material and workmanship under normal use and proper operating conditions, and no other warranty or guaranty, except to title, is made or shall be implied. The Company's liability under such warranty shall be limited to repairing or replacing any part or parts at its factory in Midvale, Ohio, which do not comply with such warranty, if returned to the Company's said factory with shipping charges prepaid, within a period of twelve (12) months from the date of shipment of the equipment or 2100 hours of operation, whichever comes first. In no event shall the Company's liability for warranty of component parts included in the equipment which the Company has purchased as a manufactured unit from a recognized manufacturer thereof be greater than the warranty liability assumed by the supplier or manufacturer of such component parts.



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8. **DAMAGES:** In no event shall the Company be liable for anticipated profits, consequential damages or loss of use of the equipment or of any installation into which the equipment may be put.
9. **DELAYS:** The Company shall be entitled to an extension of time for the performance of any contract of sale in the event of and to the extent of any delays caused by lack of correct or complete data furnished by the Purchaser, by changes or revisions in specifications requested or consented to by the Purchaser, by tardy approval of drawings by the Purchaser, or by any cause or condition beyond the Company's reasonable control. By way of example, but not exclusion any of the following shall be a cause or condition beyond the Company's reasonable control, namely: fire, strikes or labor trouble, orders of civil or military authorities, insurrections, riots, vandalism, car shortages, disasters, transportation delays, and inability to obtain competent labor or satisfactory materials or manufacturing elements at rates or prices than generally in effect.
10. **STORAGE:** Equipment on which manufacture or delivery is delayed due to any cause not within the Company's control may be placed in storage by the Company, either in the Company's plant or elsewhere, for the Purchaser's account and risk, and the Company's regular charges therefore and expenses in connection therewith shall be paid by the Purchaser promptly upon presentation of invoices; but if in the Company's opinion it is unable to furnish, obtain, or continue such storage, the Purchaser will, on request, provide or arrange for suitable facilities and assume all costs and risks in connection therewith.
11. **PATENTS:** The Company agrees that it will at its own expense defend all suits or proceedings instituted against the Purchaser, and to pay any award of damages assessed against the Purchaser therein, to the extent that the same are based upon any claim that the equipment or any part thereof, sales thereof, or the normal use thereof for the purposes set forth in the purchase order constitutes an infringement of any Patent of the United States, other than a claim relating to a process or a product thereof, provided the Purchaser gives to the Company immediate notice in writing of the institution of the suit or proceeding and permits the Company through its counsel to defend the same and give the Company all needed information, assistance and authority to enable the Company to do so. If in any such suit or proceeding the equipment or any part thereof is finally held to constitute infringement and its further use finally enjoined, the Company, within a reasonable time thereafter and at its election and expense, will either (i) secure for the Purchaser the right to continue to use the equipment or part, either by obtaining a license for such continued use or by any other appropriate means, or (ii) replace such equipment or part or modify the same so as to render it non-infringing, or (iii) remove the entire equipment from the Purchaser's premises and refund to the Purchaser the sums therefore paid by the Purchaser to the Company for the equipment. The foregoing states the entire liability of the Company with respect to patent infringements.
12. **RETURNED EQUIPMENT:** The Company does not make a practice of permitting a Purchaser to return purchased Equipment or parts thereof to the Company and receive credit, except under unusual circumstances. Any such return of Equipment or parts for credit will be permitted only after written authorization has been obtained from the principal office of the Company in Midvale, Ohio and only if all transportation charges are paid in advance by the Purchaser. The Company will refuse to accept shipment of any equipment or parts unless the foregoing conditions have been complied with. Equipment built to a Purchaser's specifications cannot be returned for credit under any conditions.
13. **CANCELLATION:** Any order placed with the Company may be cancelled by the Purchaser after the Company shall have accepted the same only upon payment of reasonable cancellation charges, which shall take into account expenses already incurred and commitments made by the Company.
14. **OTHER TERMS:** No other Terms and/or Conditions shall apply to sales orders without prior consent, in writing, from an authorized agent of Dover Conveyor.

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E-Mail: sales@doverconveyor.com
Web Site: www.doverconveyor.com