



**NORTHERN MACHINING & REPAIR, INC.**

**1701 N 26<sup>th</sup> Street  
Escanaba, MI 49829-2558**

**Phone (906) 786-0526  
Fax (906) 786-0566**

**CONDITION OF SALE**

**ENTIRE AGREEMENT:** The terms set forth herein constitute the sole terms and conditions of the contract between you and us. No other terms, conditions, or understanding, whether oral or written shall be binding upon us, unless hereafter made in writing and signed by our authorized representative. This Agreement expressly limits acceptance to these terms; no order shall have any force or effect until acknowledged in writing by us; any proposal for additional or different terms is hereby deemed material and is objected to and rejected. No terms of any document or form submitted by you shall be effective to alter or add to the terms and conditions of this Agreement. Unless otherwise state herein, your receipt of any portion of the goods shall constitute acceptance of all terms and conditions of the Agreement unless you immediately reject and return all such goods.

**CANCELLATION OF SALE:** Cancellation or suspension of manufacturing or shipping date of any order will be accepted only on terms that are subject to actual cost invested in product.

**TAXES:** Any sales, use, consumption, or other similar tax applicable to the sale, purchase, or use of product is not included in these prices and shall be paid by the purchaser.

**TERMS OF PAYMENT:** Upon credit approval, standard terms of payment shall be Net 30 Days, unless otherwise expressly agreed in writing. Balances past due shall bear interest at 1 ½% per month (18% per month). If the account becomes delinquent and is placed in the hands of a collection agent, Customer will pay reasonable collection charges; and if placed in the hands of an attorney for collection or suit, Customer will pay reasonable attorney's fees. We reserve the right to process/convert checks electronically.

**COMPLIANCE WITH LAWS:** Any clause required to be included in a contract by any applicable law, or by any administrative regulations having the effect of law, is hereby incorporated herein.

**"LIMITED WARRANTY":** We warrant that our products will be free from defects workmanship under normal use and service for twelve months from the date of delivery to the original user. We will correct any such defects in workmanship by repair or replacement to the product F.O.B. our shop. NMR will not be responsible for any loss time or installation costs due to defect.

**THE FOREGOING WARRANTY IS EXPRESSLY IN LIEU OF ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHETHER ARISING FROM STATUTE, COMMON LAW, CUSTOM, OR OTHERWISE. THE REMEDY OF REPAIR OR REPLACEMENT OF THE DEFECTIVE PRODUCT IN THE FOREGOING WARRANTY SHALL BE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON.**

Charges for correcting defects will not be allowed, nor can we accept goods returned to us for repair or replacement, unless we are previously notified of the defect in writing and the return or correction is authorized by us in writing. All warranty claims alleging defects of materials or workmanship must be submitted in writing within thirty days of the discovery of a defect or such claim shall be considered waived.

The foregoing warranty shall not apply to any products which have been subjected to misuse, neglect or accident, or have been altered or tampered with, or have been used beyond their normal useful or expected life, or which have had corrective work done thereon without our written consent. **WE SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, EXPENSE, OR DAMAGE, WHETHER DIRECT, CONSEQUENTIAL, INCIDENTAL, OR OTHERWISE, RESULTING FROM THE USE OF OUR PRODUCT CAUSED BY ANY DEFECT, FAILURE, OR MALFUNCTION OF ANY PRODUCT, WHETHER A CLAIM FOR SUCH DAMAGES IS BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, OR OTHERWISE.** Equipment manufactured by others, and included in our proposal, is not warranted in any way by us but carries only the manufacturer's warranty, if any. No person has the authority to bind us to any representation or warranty other than the foregoing limited warranty as disclaimed.

**NOTE:** All invoices shall be payable to NMR Northern Machining & Repair, Inc., 1701 N 26<sup>th</sup> Street, Escanaba, MI 49829.

**SHIPMENTS:** If we are not able to meet your shipment requirements and/or our expected dates of shipment, we will not accept liability for delays beyond our control, nor will we accept cancellations unless a settlement has been agreed upon between us.

**APPLICABLE LAW:** The construction performance and completion of this contract is to be governed by the law of the state from which we ship the goods. To the extent that the provisions hereof may vary from the Uniform Commercial Code of such state or any other jurisdiction, the provisions hereof shall govern.

*"We Work To Keep You Working"*

*E-Mail – [nmr@northernmachining.com](mailto:nmr@northernmachining.com)*

*Web Address – [www.northernmachining.com](http://www.northernmachining.com)*