



CEMENT TEST EQUIPMENT, Inc.

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TERMS AND CONDITIONS OF SALE

1. All orders or contracts must be approved and accepted in writing by CTE, Inc. The validity of this order as well as its interpretation will be determined exclusively by the principle of the law of the State of Oklahoma.
2. All goods are sold F.O.B. our plant in Tulsa, Oklahoma, USA, except where otherwise quoted and are exclusive of any applicable Federal, state, local, use, excise, value added, or other taxes.
3. We reserve the right to invoice at prices in effect at time of shipment except where written or verbal quotations have been made.
4. No liability of any sort can be accepted for delay in delivery or failure to deliver goods arising from any cause whatsoever.
5. Goods offered are subject to prior sale.
6. In the event we are requested to accept cancellation of special, non-stock, or manufactured-to-order items, a 30% restocking fee may be charged.
7. All goods are inspected before shipment and any claim with respect to material or faulty workmanship must be made within 7 days of receipt.
8. Even with the greatest care, occasional damage and shortages do occur. If any damage or shortage is noted, the freight or transportation company should be notified immediately and an inspection requested. Claims should be filed against the freight or transportation company for damages or shortages. Shipping cartons and packaging must be retained until claim is settled.
9. Payment terms are net 30 days after establishment of satisfactory credit.
10. Late payments over 60 days will have a 1.5% fee added to the total amount due.
11. Late payments over 90 days will be sent to collections.
12. The method of shipment and carrier will be at our discretion unless a written request is received by us at least 10 days prior to shipment. Standard commercial packing will be used. Special packing may be extra cost.

WARRANTY

All products manufactured by CTE, Inc. are warranted for a period of one year from date of shipment to be free from defective workmanship and material. Providing written notification is made and authorization by us is given, any of our products claimed defective may be returned, freight prepaid, to our factory. If product is found to be defective after examination by us, our obligation will be limited to repairing or replacing the product, at our option, free of charge, F.O.B. our factory.

Products manufactured by others are covered by separate manufacturer's warranties, generally for one year. Contact CTE, Inc. for instructions on obtaining service directly from the manufacturer.

Our warranty does not cover damage or failure caused by abuse, misuse, abnormal usage, faulty installation, improper maintenance, or any repairs other than those provided by authorized CTE, Inc. service personnel.

This warranty is in lieu of all other warranties, expressed or implied, and of all obligations or liabilities on its part for damages, following the use or misuse of products manufactured by CTE, Inc. No warranty of merchantability or fitness for a particular purpose shall apply. Our total liability on any claim shall not exceed the price allocated to the product thereof that gives rise to the claim.