

## **GENERAL CONDITIONS OF SALE FOR GEONOR, INC.**

**51 US Hwy 206, Ste. 201, Augusta NJ 07822 T: 570-296-4884. Email: [geonor@geonor.com](mailto:geonor@geonor.com)**

### **CATALOG ITEMS**

Orders for equipment, parts, or accessories, must state the appropriate model number and name. Where applicable, indicate power requirements, U.S. customary or S.I. units or any options listed in the specifications.

### **TECHNICAL SUPPORT**

A complete repair and calibration service is available, as well as field installation and calibration services by experienced field engineers. Inquiries should be directed to the Customer Service Department.

### **PRICES**

Published prices are subject to change without notice. All invoicing will be at the price prevailing at the receipt of order. Quotations of current prices will be furnished on request. Prices are ex works in U. S. Dollars and include duty where applicable, unless otherwise noted.

### **QUOTATIONS**

All quotations are firm for thirty (30) days from date of quotation, unless otherwise noted. Thereafter, they are subject to change without notice. Estimates of shipping and insurance charges will be supplied on request, but are included in the quote for information only. Such charges will be invoiced at actual cost at date of shipment.

### **TAXES**

Federal, state and local taxes are not included in the price, and are the responsibility of the purchaser. New Jersey sales tax is charged in NJ, unless a resale or user tax-exempt certificate is provided.

### **OTHER CHARGES**

Destination taxes, importation fees and importation documentation expenses are included in the costs for shipments within or to the USA, unless otherwise noted. For shipment to other countries these charges are not included, unless previously agreed.

### **TERMS**

Terms of sale for customers with established accounts are Net 30 days from the invoice date, unless otherwise agreed upon. A monthly service charge of 1.5% may be added to past due balances. We may accept credit cards for orders up to \$3000.00.

### **RETENTION OF TITLE**

The goods shall remain the property of Geonor, Inc. until such time as the invoiced amount has been paid in full.

### **RESPONSIBILITY & RISKS**

Geonor, Inc. shall not be held liable for delays resulting directly or indirectly from circumstances, which may reasonably be said to be beyond its control. When Geonor, Inc. provides for shipping, the purchaser assumes all risk of loss for equipment after it has been delivered to the destination. When the purchaser provides shipping, the purchaser assumes all risk of loss for equipment after it has been delivered to the carrier.

### **SHIPMENTS & DELIVERY**

Unless agreed upon, shipments are made as soon as possible after receipt of order, by the method of transportation deemed to be the most satisfactory. The company reserves the right to make partial shipments where circumstances beyond its control may delay a portion of the order.

### **ERRORS, SHORTAGES & COMPLAINTS**

Geonor, Inc. shall use every precaution to ensure that no items are omitted from a shipment and that all items are properly packed for transportation. All shipments should be opened and examined by purchaser upon receipt and any shipping damage shall be reported to the carrier promptly. Complaints concerning errors or shortages in the shipment shall be made to Geonor, Inc. in writing immediately upon discovery. Parties agree that Geonor, Inc. and its agents, and affiliates, shall not be liable for errors and shortages reported to it later than 10 days after receipt of shipment.

### **CLAIMS & RETURN OF EQUIPMENT**

If, in the opinion of the Purchaser, the goods are defective in any respect, the Purchaser shall give notice of the said defect without delay. Claims must be made within one (1) year after invoicing date. Equipment produced to special specifications is not returnable. Other equipment is returnable at the sole discretion of Geonor, Inc. Purchaser shall not ship equipment back without prior consent. Notwithstanding such consent, Geonor Inc. reserves the right to inspect the equipment at its factory and to refuse at its discretion to accept the return of any item. Purchaser agrees to pay a 25% restocking charge on all items returned, unless other agreements have been made. The Purchaser shall prepay freight and insure the shipment for replacement value of returned item(s).

### **LIMITED LIABILITY**

In no event shall Geonor, Inc. be liable for consequential or special damages, or for installation, adjustment, or other expenses, which may arise in connection with the purchase, transportation, or use of its products.

### **LIMITED WARRANTY**

Geonor, Inc. warrants all its products to be free of defects of workmanship and materials for a period of one (1) year from the date delivered to purchaser. Should the product warrant repair, Geonor, Inc. agrees that it will repair, FOB its own factory, or furnish without charge, FOB its own factory, a similar part, if the original part is proven to the satisfaction of Geonor, Inc. to have been defective when shipped. The part(s) claimed to be defective shall be returned to Geonor, Inc. with freight and freight insurance for replacement value prepaid.

Geonor, Inc. makes no warranty of any kind, nature, or description, express or implied, as to the merchantability or fitness of the equipment for any particular purchase.

This warranty extends only to the original purchaser, and the purchaser shall undertake to make this a condition of sale to the new purchaser.

The laws of the State of New Jersey shall govern any dispute regarding the interpretation or validity hereof. The parties hereby agree that any dispute relating to the products sold hereunder shall be subject to the jurisdiction of the courts within the State of New Jersey.

