

# Terms and Conditions

**1. Acceptance of Orders, Modifications and Cancellations** - All orders are subject to Baco Controls acceptance. Order modifications will be allowed to the extent possible by Baco Controls. **Orders for special or custom products are non-cancellable** upon receipt of the order by Baco Controls.

**2. Prices** - Prices in any Baco Controls publication are subject to change without prior notification. All written quotations are valid for thirty (30) days unless otherwise specified in writing. If applicable, all taxes shall be paid by Purchaser and are in addition to the prices quoted or invoiced.

**3. Shipment and Delivery** - All orders are shipped F.O.B. Baldwinsville, NY 13027. Delivery dates given in the acceptance of orders are approximate. Baco Controls shall not be liable for delays in delivery due to causes beyond our control.

**Standard** price orders over \$500 net qualify for Ground Freight Prepaid and Allowed to all destinations in the Continental United States. Special price orders and orders for shipment outside the Continental United States do not qualify for Allowed Freight. Baco Controls reserves the right to determine shipping methods for all freight allowed shipments.

All requests for express shipping, special routing or handling will be at the purchasers' expense. No allowance will be made for Ground Freight charges which would have been incurred by Baco Controls for orders requested with special delivery.

All claims for damages, shortages or other errors must be made in writing to Baco Controls within ten (10) days after receipt of shipment. Failure to file such notice shall constitute unqualified acceptance and waiver of all such claims by Purchaser.

Baco Controls will assist in resolving any lost shipments by the transportation carrier to the full extent possible, but shall not be liable for any such loss or delay.

**4. Title** - Title to the delivered products remains Baco Controls until full payment of invoices has been made. Notwithstanding any reservation of title by Baco Controls, risk of loss shall pass to the Purchaser at time of shipment.

**5. Payment** - Purchaser agrees to make payment within thirty (30) days of the date of invoice from Baco Controls. All unpaid invoices after thirty (30) days are subject to a late payment charge of one and one-half percent (1.5%) per month on any unpaid invoice balance. In the event of referral to an attorney for collection, reasonable attorney's fees for collection shall be paid by Purchaser.

**6. Return of Goods** - Only standard products purchased less than six months prior to the return request will be considered for return. Special order and/or custom built products are not eligible for return. Due to the nature of the product line, all cam switch products are considered as custom built and are not eligible for return. All items returned must be in resalable condition as determined by Baco Controls.

A Return Material Authorization (RMA) number must be obtained from Baco Controls prior to the return of any material. To obtain an RMA number please contact Baco Controls and provide the part number(s) and invoice or purchase order number of the original order. All returns are subject to the approval of Baco Controls.

**7. Restocking Fees** - Approved returns are subject to a 20% restocking fee.

**8. Limited Warranty** - Baco Controls warrants to Purchaser that the products purchased will be free from defects in material and workmanship under normal use and service for a period of one (1) year from the date of invoice.

Written notice as an explanation of the circumstances of any claim that the product has proved defective in material and workmanship shall be given promptly to Baco Controls by the Purchaser.

Baco Controls will not be liable for any misuse, improper installation, improper operation, improper maintenance, alteration, modification, accident or unusual degradation of the products due to an unsuitable installation environment.

No representation or other affirmation of facts, including but not limited to statements regarding capacity, suitability for use or performance of the products shall be deemed to be a warranty or representation by Baco Controls for any purpose, nor give rise to any liability or obligation of Baco Controls whatsoever.

Purchaser's sole and exclusive remedy in the event of breach of warranty, as set forth herein, is expressly limited to (1) the repair or replacement of the product or (2) issuance of a credit or refund of the purchase price for the defective product at Baco Controls election and sole discretion.

Except as specifically provided in this agreement, there are no other warranties expressed or implied including but not limited to any implied warranties or merchantability or fitness for a particular purpose.

**9. Limitation of Liability** - The proper selection and determination of suitability of products for any application is the sole responsibility of the purchaser.

Baco Controls shall not be liable for the selection of improper products by purchaser.

In no event shall Baco Controls be liable for loss of profits, indirect, special, consequential or other similar damages arising out of any breach of this agreement,

Baco Controls shall not be liable for any damages, direct or indirect, caused by delay in shipment, installation, or furnishing of products or services under this agreement.

**10. Governing Law** - This Agreement shall be construed according to the laws of the State of New York and Distributor agrees to submit to the jurisdiction of the courts of the State of New York in the event of a disagreement. In any such event the venue shall be in the County of Onondaga, State of New York.

**11. General** - The above conditions and provisions constitute and are essential portions of this agreement. No prior agreement, oral or written, shall have any validity, force, or effect whatsoever unless incorporated in herein. Should any provision or condition or Purchaser's order conflict with any provision herein contained, the provisions of this agreement shall prevail and be binding.

Typographical and clerical errors in quotations, orders and acknowledgments are subject to correction.

No addition to or modification of any of the Terms and Conditions as they appear herein shall be binding upon Baco Controls unless signed by a duly authorized representative of Baco Controls in Baldwinsville, NY.

If any, all or part of one or more of the terms and conditions of this agreement are declared to be illegal by any court of law, such part or such term or terms be considered deleted from this agreement, the remaining to be unaffected and in full force and effect.

**Baco Controls, Inc.**  
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