

## **Terms and Conditions of ChurchRite Product Sale, Use and Warranty**

1. All purchaser's orders are hereby accepted in accordance with the terms and conditions set forth below unless otherwise noted in writing by purchaser within 14 days hereof. All orders subject to final written acceptance by ChurchRite.
2. Where credit has been approved by ChurchRite terms of sales are strictly NET 10 days from date of invoice unless otherwise stated. All payments are to be in United State Funds only.
3. Purchasers whose credit has not been approved by ChurchRite shall submit payment with the order. If terms are requested, then the names, addresses and phone numbers of three (3) commercial references or evidence of a satisfactory Dun & Bradstreet rating. Shipments to non-approved customers shall be C.O.D.
4. Non-standard product orders from unapproved credit purchasers must be accompanied by an advance payment as determined by ChurchRite.
5. Unless otherwise stated, all prices are F.O.B shipping point. ChurchRite reserves the right to select means of shipment, consistent with lowest cost and best service. Federal, state or local taxes of any sort, now or hereafter imposed on the sale or products herein, shall be paid by purchaser.
6. Shipments will be made in accordance with the schedule contained herein. Purchaser's written request to delay partial shipments will be honored by ChurchRite, if feasible. However, payments shall be made based upon contract and completion schedule as if shipped by purchaser. Parts or equipment stored for purchaser shall be at purchaser's risk and expense.
7. Following acceptance by ChurchRite, orders are not subject to cancellation or modification, except upon written approval of ChurchRite and shall be subject to cancellation charges as determined by ChurchRite.
8. ChurchRite shall not be responsible for delays in shipment or non-fulfillment of this order due to accidents, fire, strikes, material shortages, Acts of God or other causes beyond the control of ChurchRite.
9. ChurchRite warrants to purchaser that its products shall be free of defects in workmanship or materials for one year from original purchase date; however ChurchRite's sole obligation under this warranty shall consist of repairing or replacing, free of charge. F.O.B. its factory, any parts received prepaid at its factory within ONE YEAR from the date of parts delivery to purchaser and determined by ChurchRite upon inspection to be defective. No product shall be returned without the express written approval of ChurchRite. NO OTHER WARRANTY, EXPRESS OR IMPLIED, AS TO DESCRIPTION, QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER IS GIVEN BY CHURCHRITE IN CONNECTION HEREWITH. THE SELECTION, APPLICATION, SUITABILITY FOR CORRSION RESISTANCE OR USE FOR ANY PURPOSE, ARE PURCHASER'S SOLE RESPONSIBILITY. UNER NO CIRCUMSTANCES SHALL CHURCHRITE BE LIABLE FOR LOSS OR PROFITS OR ANY OTHER DIRECT OR INDIRECT COSTS, EXPENCES, LOSSES OR DAMGES ARISING OUT OF DEFECTS IN OR FAILURE OF THE PRODUCT OR ANY PART THEREOF.
10. ChurchRite's products are designed to build to be compatible with a high level of safety and health standards, commensurate with pricing. It is ChurchRite's expectation that its products installed, operated and maintained properly will enable purchaser to comply with the regulations and interpretations of federal, state or local government authority, or industry health and safety standards. ChurchRite, however, makes no representation or warranty that its equipment meets all of the requirements of said standards because of the present vagueness in the requirements and the varied interpretations thereof. Products can only be shipped on this understanding. It shall be purchaser's responsibility to determine that all safety devices and controls are in the proper location and in operating order at all times, and to instruct the operating personnel in their use and operation and to maintain all safety devices, controls and products after delivery. All products must be installed with GFCI protection.
11. Where purchaser has delivered the ChurchRite, parts, equipment, material, jigs, fixtures, wiring or any other item for use by ChurchRite in manufacturing, processing, assembling or modification of products for purchaser, the purchaser's property shall be considered personal property and title and the right to possession shall vest in ChurchRite until all payments hereunder (including deferred payments, whether evidenced by notes or otherwise) shall have been paid in full and in cash. ChurchRite shall not be liable for loss of damage to purchaser's property in its possession. Purchaser agrees to perform all acts necessary to perfect and maintain such right and title in ChurchRite.
12. The materials listed on this invoice were produced in accordance with the Fair Labor Standards Act of 1938 as amended.



[www.ChurchRite.com](http://www.ChurchRite.com)