



Terms and Conditions
Revised: 01/06/14

1. **Terms:** Unless specifically stated otherwise in writing, all invoices are to be paid in full thirty (30) days from date of invoice.
2. Published List Prices and Discounts are subject to change without notice.
3. All orders are subject to the acceptance of Norman Filter Company, LLC ("Seller").
4. There is a \$50.00 net minimum value per order or addition to an existing order. Line items may be combined to qualify for the applicable value discount. Orders and/or shipping releases amounting to less than the minimum net order value established by Seller will be billed at the applicable minimum charge.
5. Unless specifically itemized, quoted prices do not include qualification testing, engineering drawings or other data not normally supplied with such products.
6. Seller reserves the right to decline to make deliveries and/or cancel the order if Buyer fails to fulfill the terms of payment or fails to provide Seller with a written confirming order. Seller reserves the right to correct typographical errors at time of order acknowledgement.
7. Acknowledged ship dates are approximate and are based on conditions existent at receipt of order.
8. Shipments and deliveries are subject to Seller's approval of Buyer's creditworthiness. If Seller shall for any reason be in doubt as to the financial responsibility of the Buyer, Seller may decline to make deliveries except upon receipt of cash in advance or other satisfactory security.
9. Products are sold F.O.B. Seller's dock and are shipped at the Buyer's risk. While Seller takes every reasonable precaution in packaging its Products, Seller is not responsible for goods damaged or lost in transit. If there is a shortage of Products relative to the invoice quantity, or if Products are lost or damaged in transit, Buyer shall promptly so notify the carrier in the form of a written claim notice, with copies of said claim notice provided to Seller. All claims for shortages or incorrect Products must be submitted within ten (10) days after receipt of Product by the Buyer.
10. A minimum of three (3) days advance written notice to Seller is required, from original order date, to affect cancellation or revision of open orders. Charges to Buyer for such cancellations or revisions shall be based on costs incurred by Seller with terms that properly indemnify the Seller.
11. No returns will be accepted without prior authorization and are subject to inspection and restocking charges.
12. Seller does not agree to any terms and conditions except those set forth herein and in its current contractual agreements and quotations, unless accepted in writing by Seller. Shipment of any product by Seller will be on said terms and conditions, and no modification shall be affected by the acknowledgement of any purchase order containing different terms and conditions from those set forth herein.
13. The Buyer shall reimburse Seller for any taxes that Seller may be required to pay or collect under any existing or future law upon, or with respect to, sale, purchase, manufacture, delivery, storage, processing, use, consumption or transportation of any of Seller's Products purchased by Buyer.
14. Buyer agrees to indemnify and hold Seller harmless against any loss, liability or expense resulting from infringement or claimed infringement of patents or trademarks on Products made to Buyer's specifications, blueprints or designs.
15. **Returned Goods Policy**

In order for a buyer to return any Product to Norman Filter Company an authorization is required. To obtain this authorization, a request in writing must be sent to:

Norman Filter Company – Attention: Returns Dept. – 9850 S. Industrial Drive, Bridgeview, IL 60455

The request must indicate the part number of the Product involved and reason for the return request, along with a copy of the relevant invoice to ensure proper credit. After the request has been reviewed, a written reply will be sent stating the authorization number, disposition, and shipping instructions, should Seller agree to pay return freight or the reason why the request was refused.

Category I - Incorrect Shipment

The request for authorization must be received by Seller within fourteen days from the receipt of shipment, and be based solely on Product received that is not in agreement with Product called for on the buyer's purchase order. The return of such Product will be at full credit.

Category II - Defective Product - The request for authorization must state:

- 1.) The nature of the defect
- 2.) Whether the Product has been used or not
- 3.) If the Product failed in service, or how the defect was noted
- 4.) If part of a failed system, list operating parameters and placement of components in relation to each other

Category III - Incorrect Order - In the event that the Buyer ordered the wrong Product, authorized return of such Product will be contingent upon the following conditions:

- 1.) The Buyer must order additional Product of equivalent dollar value as that of the Product to be returned.
- 2.) Product to be returned must have been purchased within the past sixty (60) days.
- 3.) The net order value of the Product to be returned must be at least \$50.00.
- 4.) The Product to be returned must be a standard catalog item and not a "special".
- 5.) Authorized returns of such Product are subject to a 15% restocking charge when placing a new order or 30% restocking charge without a new order.

Product returned without proper authorization will be refused, and returned to the Buyer at their expense

16. **Repairs:** minimum \$25.00 inspection (only) fee, call for estimate. Material cannot be claimed after 30 days.
17. All Applicable state, local, & federal sales, use, excise or similar taxes shall be the obligation of customer.
18. **Warranty:** Seller hereby certifies that this merchandise was produced in compliance with all applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the U.S. Department of Labor under section 14 thereof. Norman Filter Company, LLC warrants that the goods supplied hereunder will conform to the description above, that it will convey good title thereto and that such goods will be fit for the ordinary purposes for which such goods are used. There is no warranty that the goods will be fit for any particular purpose nor is there any other warranty expressed or implied.
19. **Liability:** Seller shall be excused and not be liable for non-performance, loss or damage suffered by the buyer resulting from delays in manufacture or delivery of Products that may arise from causes beyond Seller's control including, but not limited to, supplier defaults, material shortages, labor disputes, transportation delays, governmental order, fire, flood or acts of God.