

SUMMIT / MORTEX / SUNTHERM

GENERAL TERMS AND CONDITIONS

APPLICABLE LAW AND TERMS OF WARRANTY:

SMS warranty shall be subject to the following terms and conditions notwithstanding any additional or contrary printed terms and conditions of the Buyer or the Wholesaler. Such additional or contrary terms shall not bind SMS unless accepted in writing even though such terms do not materially alter the terms thereof. No warranty or guarantees are binding until entered into or accepted by SMS in writing. No agent, salesman, or other representative, unless authorized in writing by an officer of the company, has any authority to waive, alter or enlarge on these terms or bind SMS to any representations, warranties, or agreements other than that which is noted on our warranty sheets.

WARRANTY:

SMS designs, manufactures, and sells products that adhere to very high standards of design, testing, and production quality. We warrant all our products to meet or exceed our quality standards and we guarantee our products to be free from normal defects in workmanship and material when shipped from our factories. Under this warranty, our obligation is limited to replacing or repairing, at our option, any part or item FOB our factory, Ft. Worth, Texas within the period as noted from the date of sale or the date of installation as verifiable from an original bill of sale. On parts not manufactured by us, as in motors, controls, and valves, we extend to the buyer the same warranty and guarantees made to us by the original manufacturer of the product. For specific warranty on such items, please call Customer Service for more information.

THIS WARRANTY DOES NOT INCLUDE LABOR OR OTHER COSTS INCURRED FOR REPAIRING, REMOVING, INSTALLING, SHIPPING, SERVICING, DIAGNOSING, OR HANDLING OF EITHER DEFECTIVE PARTS OR REPLACEMENT PARTS.

LIMITS OF LIABILITY:

SMS shall not be held liable for damages or for breach of warranty in an amount exceeding the purchase price of the piece of equipment, or part thereof, which is found defective. Warranty shall be void if equipment has been subjected to abuse, misuse, negligence, low voltage, high voltage, free chemicals in the system, excessive pressures, outward damage or hidden damage while in transit, or is operated contrary to the manufacturers recommendations, or if the serial number has been altered, defaced, or removed. If the serial number label has been altered, removed or defaced there is no warranty on the product. Nor shall the Manufacturer be held liable for damages when unauthorized service is performed, or parts other than genuine replacement parts are used for repairs.

All shipping damages on receipt of goods at the wholesaler will be filed as a claim against the carrier. This must be observed at the point of delivery and if damages are found, the carrier must be notified and a claim processed through the carrier. All hidden transport damages must also be filed with the carrier immediately. Our Bill of Lading is acknowledgement by the carrier that responsibility of shipment is that of the carrier. Should there be any damage, the customer should insist that the extent of the damage be itemized on the freight bill. Customer should then file a damage claim with the carrier. Any shortages should be noted on freight bill and SMS must be notified. Shortage claims must be acknowledged **IN WRITING** within 10 days of receipt of shipment.

It is at the discretion of SMS to replace or repair the warranted item. Proof of sale and serial number records may be requested. It is also at the discretion of SMS to request products back for repair and/or engineering analysis to detect mode of failure. If any item is to be returned to SMS, per our request, we will issue a Return Goods Authorization number. We will **NOT ACCEPT** any item that is returned to us without this number. **ALL CREDITS OR REPLACEMENT PARTS MAY BE DELAYED IF THIS NUMBER DOES NOT APPEAR ON ALL CORRESPONDENCE OR ON ANY ITEM RETURNED TO US.** SMS will credit the wholesaler after verification and/or analysis of failure of defective goods.