



Standard Conditions of Sale:

Electromagnetic Industries LLP warrants to the Purchaser of the equipment/product that the equipment will be free from defects in material or workmanship and that the product will be of the kind and quantity specified in the Purchase Order. This warranty shall only apply to defects appearing within one year (365 days) from the date of shipment from Electromagnetic Industries LLP unless otherwise specified on the customers invoice (for non-standard production equipment). If the equipment does not meet the above warranty, the Purchaser is required to promptly notify Electromagnetic Industries LLP. Electromagnetic Industries LLP will then correct any defects (including non-conformance) to the specifications by either repairing or replacing the product.

The liability of Electromagnetic Industries LLP under this warranty (except as to title), or for any loss or damage to the equipment whether the claim is based on contract or negligence, shall not exceed the cost of the correcting defects in the equipment as herein provided. Upon the expiration of the warranty period all such liability shall cease. The forgoing warranty is exclusive and in lieu of all other warranties, whether written, oral, implied or statutory. No warranty of merchantability or fitness for purpose shall apply. Electromagnetic Industries does not warrant any equipment of any other manufacturers designated by purchaser.

Sales and Similar Taxes:

Electromagnetic Industries LLP prices do not include taxes. The Purchaser will be required to pay the purchase price plus any present or future sales, use, excise or other similar tax applicable to the sale or use of the product. The Purchaser may submit to Electromagnetic Industries a tax-exemption certificate acceptable to the taxing authorities.

Quotes:

Unless otherwise specified, written quotes are valid for acceptance within 30 days of the issue date and are subject to termination by notice within that period.

Prices:

All prices are subject to change without notice.

Payment Terms:

For customers with current accounts the standard terms of payment are net 30 days from date of invoice.

If at any time the financial conditions of the Purchaser (in the judgment of the seller) or failure of payment does not justify the continuance of the work to be performed hereunder on the terms of payment agreed upon, Electromagnetic Industries LLP may require full or partial payment in advance or shall be entitled to cancellation of any order or partial order still outstanding and shall receive reimbursement for its reasonable and proper charges. In the event of bankruptcy or insolvency of the Purchaser or in the event any proceeding is brought against the purchaser, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, Electromagnetic Industries LLP shall be entitled to cancel any outstanding order or partial order at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its proper cancellation charges. The rights of Electromagnetic Industries LLP under this paragraph are cumulative and in addition to all rights available to the company by law or in equity.

Cancellation of Orders:

The Purchaser may cancel his order only upon written notice and upon payment to Electromagnetic Industries LLP of reasonable and proper cancellation charges.

Return of Goods:

In no case should material be returned to Electromagnetic Industries LLP without first obtaining written authorization. All materials returned for any reason (except Warranty) are subject to a minimum 25% deduction and transportation charges in and out of the factory. Unless otherwise specified, only unused Catalog listed equipment complete and in its original package may be returned. Only current design product that has been invoiced to the customer within the past 6 months will be considered for return.

Delivery:

All shipping dates are approximate and are based upon prompt receipt of all necessary information.

Electromagnetic Industries shall not be liable for delays in delivery due to 1) causes beyond its reasonable control or 2) acts of God, Acts of Purchaser, acts of civil or military authority, fires, strikes (or labor disruptions) floods, epidemics, war, riots, terrorism, or delays in transportation systems. In the event any such delay occurs, the date of delivery shall be extended for the period equal to the time lost.

Delivery to equipment carrier from Electromagnetic Industries LLP either at our facility or the equipments carriers' location shall constitute delivery to the Purchaser, and title and all risks of loss or damage shall pass to the Purchaser at that time regardless of freight payment. All claims for loss and damage must be made by the Purchaser to the carrier. All claims for shortages or other errors must be made in writing to Electromagnetic Industries LLP within 30 days of receipt of shipment. Failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Purchaser.

General:

Electromagnetic Industries LLP states that all goods and services provided hereunder are produced in accordance with the Fair Labor Act of 1983 as amended. Any assignment of this contract or any rights hereunder, by the Purchaser without written consent of Electromagnetic Industries LLP shall be void. The provisions of this contract are for the benefit of parties thereto and not for any other person(s). No understanding, promise or representation or modification of any of the provisions hereof, shall be binding upon Electromagnetic Industries LLP unless assented to in writing by an authorized officer of Electromagnetic Industries LLP.

All equipments sold hereunder was not designed or manufactured for use in or with any atomic installation or activity. If so used Electromagnetic Industries disclaims all responsibility of every kind, including negligence, and in addition the Purchaser shall indemnify and hold Electromagnetic Industries LLP harmless for any liability or damage whatsoever arising from the use of the equipment in such a manner.