

Please review Con-Tech Manufacturing, Inc.'s Aftermarket Parts Terms of Sale. Please contact Con-Tech Manufacturing, Inc., hereinafter referred to as Con-Tech, with questions or for further information.

1.1 Prices

Every term and provision of prior parts quotations and of the pricing and delivery time above is subject to, and customer agrees to be bound by, changing conditions resulting from: prior sales, fluctuations in currency exchange rates, material surcharge assessments, fuel surcharge assessments, component pricing escalations, material pricing escalations, labor cost escalations, lack of timely component availability, shipper limitations, vendor limitations, Con-Tech factory capacity, and force majeure events.

- Prices do not include state sales tax, excise tax or any other government charge upon production, sale, or shipment of goods, now imposed or hereafter becoming effective, which shall be added when, as, and if applicable.

1.2 Terms of Payment

Con-Tech's requested methods of payment are check and ACH. Credit cards are accepted as an alternative payment method but will be subject to a 3.3% convenience fee. Accepted credit cards are Visa, MasterCard, American Express, and Discover.



- Customer accounts are initially set up with PIA (Payment in Advance) terms. Con-Tech's PIA terms state the invoice will need to be paid before the order is shipped.
- Upon approval of credit application, customers' accounts will have Net 30 terms. Please request a credit application from your sales representative or Con-Tech's main office.
- A 12% annual (1.0% per month) finance charge applies to all invoices past their due date. Customer accounts may be placed on purchasing hold if they have an overdue invoice.
- Overpaid invoices will be turned into credit memos and sent to the customer. Credit memos may be used in your future payments or paid back upon request. All credit memos over 90 days will be issued back to the customer.
- The customer authorizes Con-Tech to exercise peaceful possession over such items that have not been paid for in full at Con-Tech's discretion.

1.3 Tax and Exemption Certificates

It is the customer's responsibility to know if they are tax exempt based on their ship-to state's laws.

- It is the customer's responsibility to send Con-Tech a complete, current, and correct copy of their tax exemption certificate or reseller's permit (dependent on your state's laws).
- If Con-Tech does not receive a copy of the customer's completed exemption by the 1st of the month following the date of the invoice, Con-Tech will expect the tax to be paid by the customer.

1.4 Limited Warranty on Aftermarket Part Sales

Equipment or accessories purchased by Con-Tech from other manufacturers shall be covered by that manufacturer's warranty.

Con-Tech's obligation under warranty is limited to repairing or replacing, at Con-Tech's discretion, any parts which are returned to Con-Tech's factory at Dodge Center, Minnesota 55927. Transportation charges must be prepaid by the customer. This warranty covers only parts which, upon examination by Con-Tech, are found to be defective in material or workmanship. Such repair or replacement of parts under his warranty will be made by Con-Tech without charge for such parts. Under no circumstances will Con-Tech be under any further liability with respect to such warranty.

- In no case shall Con-Tech be liable for consequential, incidental, special, or indirect damages of any kind.
- Con-Tech warranty shall not apply to components that have been subject to misuse, negligence, accident, acid use, liquid nitrogen exposure, contamination or which has been repaired or altered without Con-Tech's prior knowledge and consent.
- Con-Tech makes no other expressed or implied warranties of fitness or merchantability or any other warranties, either expressed or implied. Any implied warranty of merchantability or fitness for a particular purpose which exceeds the forgoing warranty is hereby disclaimed by Con-Tech. There are no warranties which extend beyond the description on the face hereof.
- The customer's exclusive remedy for breach of warranty as a result of defects in material and workmanship shall be as set forth herein. Any action for breach of warranty must be commenced within 30 days after the cause of action shall accrue, and no such action may be maintained which is not commenced within such period. Con-Tech neither assumes nor authorizes any other persons to assume for it any liability in connection with its equipment.
- Used parts are not covered by any warranty terms continued herein.

Terms for Parts Covered Under Limited Warranty

- Electrical components, including but not limited to, electrical controllers, cables, switches, solenoid valves, and lights are warranted 90 days against defects in materials and workmanship.
- Other aftermarket parts, excluding electrical components, including but not limited to, gauges, harnesses, hydraulic cylinders, air cylinders, hydraulic pump/motors, gearboxes, and hoses are warranted for 1 year against defects in materials and workmanship.

1.5 Cancellations

In the event of order cancellation, labor and materials costs allocated towards the agreed upon order shall be the sole responsibility of the customer and charged as such. This includes (but not limited to) raw materials, shop supplies, goods in the process of manufacture, any labor involved in the assembly of the order.

- Con-Tech reserves the right to cancel the entirety of an order in the event of a partial cancellation by the customer.

1.6 Returns of Order

You must contact your sales representative to obtain a Return Authorization. Parts must be returned within 30 days after date of delivery to customer. The Return Authorization (RA) will be valid for 45 days from the issue date of the invoice, after 45 days Con-Tech will close out the RA and it will no longer be valid. Please mark the RA number clearly on all shipping cartons and paperwork.

- Returns are subject to a 15% restocking fee.

1.7 Freight Claims/Charges & Assessments

Con-Tech is not responsible for freight rates charged by carriers. All parts sold by Con-Tech are F.O.B. Origin and ships standard ground service unless otherwise specified by the customer.

- If a shipment arrives damaged in transit, the customer must note the damage on the Bill of Lading and contact Con-Tech immediately.
- Con-Tech is not responsible for delays resulting from strikes, accidents, negligence of carriers or other causes beyond our control.
- If Con-Tech receives any additional fees or assessments for shipping, including but not limited to, expedited freight, guaranteed delivery, and liftgate usage, the customer will be responsible for those fees incurred. Con-Tech will send out a freight-only invoice for the assessed charges.

1.8 Product Changes

Con-Tech reserves the right to make changes to patterns, design, or materials at any time without prior notification or obligation to make corresponding changes in previous models.