



Standard Terms and Conditions of Sale

All sales by Thomas Industries, to its direct customers of the items in the Price List, Quotations, and catalogues (as well as all "custom" variations) are made pursuant to these Standard Terms and Conditions of Sale. Thomas will not be bound by the terms and conditions stated in a customer's purchase order to the extent that the purchase order attempts to vary these published Standard Terms and Conditions of Sale. The customer's own resale terms and conditions shall be the customer's responsibility.

General Policies

All prices subject to Federal and State tax where applicable, to be added; **PRICES SUBJECT TO CHANGE WITHOUT NOTICE**. All sales are F.O.B. factory. Carrier to be selected by Thomas Industries unless specified by customer. Claims for shortage or damage must be made directly to the carrier promptly. All shipment and delivery dates in acknowledgement are estimates only. We reserve the right to change or substitute goods of like grade, quality, and function for those ordered unless written customer specifications state otherwise.

Terms

Net 30 days from date of shipment or invoice, whichever is earlier. We reserve the right to invoice all orders at prices in effect at the time of shipment unless quotation specifically stipulates otherwise.

MINIMUM BILLING: \$25.00 Net

PAST DUE ACCOUNTS WILL BE SUBJECT TO A SERVICE CHARGE EQUAL TO 1.5% PER MONTH, BUT IN NO EVENT HIGHER THAN PERMITTED BY APPLICABLE LAW. In addition to such late payment charges, costs and expenses associated with collection of past due amounts, including reasonable attorney's fees, shall be added to amounts past due.

Change Order Terms and Charges

Schedule Changes

Changes to scheduled orders must be requested in writing on a full 60-day notice or it will not be allowed. Attempted rescheduling within a 60-day period, or refusal of timely shipment based on improperly requested rescheduling will result in an additional charge for all incurred freight plus 1% per month for storage.

Schedule Changes Within 60 Days of Scheduled Shipments

Orders that have been rescheduled within 60 days of the originally acknowledged shipping date, will not be held for more than 90 days beyond the originally acknowledged shipping date. Orders not shipped within the 90 day storage period, will be cancelled and the customer will be invoiced for the cancellation and accrued storage charges.

Cancellations

Cancellation of scheduled orders will be accepted only if made in writing and received 60 days prior to scheduled shipment of order. **VERBAL ORDER CANCELLATIONS WILL NOT BE ACCEPTED.** Cancellation on less than 60 days notice or cancellation of a previously rescheduled order will result in a charge for raw materials and production up to the price of the entire order.



Returns Policy

All sales are final. However, in some cases returns may be allowed. No products will be accepted for return **WITHOUT OUR APPROVAL** and unless accompanied by a properly authorized "Return Authorization Request" initiated by Thomas. Return freight must be prepaid. For non-special or non-custom products accepted for return, a credit will be issued at the price invoiced, from which will be deducted the expense for return transportation (if not prepaid) and a minimum restocking charge of 15% of the invoice value.

Special or custom-made products, including units that are modified from standard units, cannot be returned for credit.

Quotations

Quotations may be withdrawn at any time before order is acknowledged.

Warranty and Exclusive Remedies

The finished products of the Thomas Compressors and Vacuum Pumps Group, when properly installed and only under normal conditions of use, are warranted to be free of defects in materials and workmanship at time of our shipment. Warranty claims must be asserted during the applicable "Warranty Period", or twelve (12) months from date of manufacture or they shall not be honored. In the event of a timely and proper warranty claim, the customer's sole and exclusive remedy against us for a product shown to have been defective at the time of our shipment shall be limited to repair or replacement of the subject product, or refund of the purchase price, at our sole option, such remedy being available if, and only if, the customer returns the product to us (or to an authorized service center) at customer's cost, freight prepaid. Except to the extent of the warranty and exclusive remedy as stated here **WE DISCLAIM ALL WARRANTIES EXPRESS OR IMPLIED (EXCEPT TITLE) AND SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL WE BE LIABLE TO A CUSTOMER IN WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, FOR ANY DAMAGES, WHETHER INCIDENTAL OR CONSEQUENTIAL, WHICH ARE ALLEGED TO HAVE BEEN CAUSED BY ONE OR MORE OF OUR PRODUCTS, BEYOND THE COST TO THE CUSTOMER OF THE SUBJECT PRODUCT OR PRODUCTS. THEREFORE, THE SOLE AND EXCLUSIVE REMEDY AGAINST US FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR IN NEGLIGENCE OR STRICT LIABILITY OR OTHERWISE, SHALL BE FOR REPAIR OR REPLACEMENT OF THE SUBJECT PRODUCT AT OUR OPTION (EXCLUDING INSTALLATION AND REMOVAL CHARGES, WHICH SHALL NOT BE OUR RESPONSIBILITY) OR, IF WE CHOOSE, REFUND OF THE PURCHASE PRICE, AND SUCH EXCLUSIVE REMEDY SHALL EXPIRE AT THE CONCLUSION OF THE APPLICABLE WARRANTY PERIOD.**

Because Thomas' warranties and remedies extend only to our direct customers, the customer is not authorized to extend warranties on our behalf to anyone. Unauthorized extensions of warranties by the customer shall remain customer's responsibility.

CUSTOMER IS RESPONSIBLE FOR DETERMINING THE SUITABILITY OF OUR PRODUCTS FOR CUSTOMER'S USE OR RESALE, OR FOR INCORPORATING THEM INTO OBJECTS OF FOR APPLICATIONS WHICH THE CUSTOMER DESIGNS, ASSEMBLES, CONSTRUCTS OR MANUFACTURES.