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CRIZAF AUTOMATION SYSTEMS  
DIRECT-LINE PRODUCTS  
EMI PLASTICS EQUIPMENT  
EOAT SYSTEMS  
GIMATICUSA

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## Terms and Conditions

(rev. 9/11/2017)

**Acceptance:** Sales by GimaticUSA, a Division of EMI Corp. ("EMI") are expressly limited to these Terms and Conditions. All orders must be approved by EMI's Credit Department. Any purchase order, acknowledgement or other communication submitted by the Customer which contains additional or contrary terms and conditions of sale are rejected.

**Prices:** Quoted prices are effective for 30 days from date of quotation; thereafter, prices are subject to change without notice. Prices listed in EMI's catalogs are current at time of publication and are subject to change without notice. Unless otherwise indicated, quantity discounts are offered only for like units ordered at the same time, on a single purchase order, for shipment per our standard delivery schedule. Any local, state or federal tax levied on the sale will be added to the purchase price and paid by the Customer. Any portion of the price not paid when due will bear interest from the due date at the rate of 12% per annum or at the next lowest annual percentage rate as is permissible under any applicable usury law.

**Terms:** Subject to credit approval.

For orders [and multiple purchase orders constituting a project] less than \$20,000: Net 30 Days.

For orders [and multiple purchase orders constituting a project] over \$20,000: 30% down with order, 70% net 30 days.

**Shipment Schedule:** All shipping dates are approximate. Shipment shown is based on available inventory, and engineering and production schedules at time of quotation. A better estimate of lead-times will be given at time of order placement. EMI will not be liable for any damage, loss or expenses arising out of delays in shipment or other nonperformance of this transaction caused by or imposed by (a) strikes, fires, disasters, riots, acts of God, (b) acts of Customer, (c) shortages of labor, fuel power, materials, supplies, transportation or manufacturing facilities, (d) government action, (e) subcontractor delay or (f) any other cause or condition beyond EMI's reasonable control. Additionally, EMI assumes NO responsibility for delivery performance of carriers, whether selected by Customer or EMI.

**Shipment:** F.O.B. EMI facility, Jackson Center OH, or EMI facility, Wickliffe, OH. Packages weighing less than 75lbs. are shipped Freight Pre-Paid via UPS and added to the invoice unless otherwise specified. Shipments weighing over 75lbs. are shipped Freight Collect via truck common carrier unless otherwise specified. All claims of shortages, defects or rejections must be made by the Customer in writing within 15 days after receipt of the shipment. Claims of damage must be made to the carrier in accordance with its procedures.

### **Notes:**

- (1) Shipments more than 75lbs. are generally fully crated and/or skid mounted - dependent upon size and quantity.
- (2) In cases of truck shipments over 75lbs. Customer should specify a freight carrier with whom Customer has an established account. Failure to specify a carrier can: (A) Result in shipment delays, or (B) Require payment to freight company before equipment can be unloaded at Customer's dock.
- (3) EMI assumes no responsibility for shipments delayed or those received "Driver Collect" due to a trucking company not being specified by Customer.
- (4) Truck shipments shipped Freight Prepaid and charged back will be invoiced to Customer on a separate Freight Invoice plus a 10% handling fee with terms of net 15 days.

**Cancellation:** Orders may not be cancelled without EMI's prior written consent.

**Installation:** Unless otherwise indicated, Customer is solely responsible for safe installation of the equipment. In all cases, Customer remains responsible for proper maintenance and guarding in accordance with applicable OSHA, federal, state, local, and other applicable regulations. **SERIOUS BODILY INJURY OR PROPERTY DAMAGE MAY RESULT FROM IMPROPER USE, GUARDING, OR MAINTENANCE OF EMI PRODUCTS OR PRODUCTS RESOLD BY EMI.**

## **Limited Warranty:**

Conveyor Products: Conveyors (other than belting), motors, gear reducers and other drive components are guaranteed for three years from the date of shipment to be free from defects in material and workmanship when maintained in accordance with EMI manuals and operated under the conditions for which they were designed. Belting is guaranteed for 90 days under the same conditions.

EOAT Products: EMI, Gimatic, and Senvex EOAT products are guaranteed for 1 year from the date of shipment to be free from defects in material and workmanship when maintained in accordance with their respective product manuals and operated under the conditions for which they were designed. Wear items such as, but not limited to; vacuum cups, nipper blades, air hand expanders and inflators are not warranted.

Accessory Products: EMI manufactured accessory products for injection machines are guaranteed for 1 year from the date of shipment to be free from defects in material and workmanship when maintained in accordance with their respective product manuals and operated under the conditions for which they were designed. Wear and consumable items such as, but not limited to; non-return valves, nozzles, gate cutters, mold spray, oil sorbent, oil filters, etc. are not warranted.

Third party equipment or components are not warranted except where specified, but any third party warranties are, to the extent permitted, passed through to the Customer. Damage, due to abuse, accident, misuse, modification, improper installation or maintenance, or improper electrical or mechanical applications are not covered by the Limited Warranty.

Furthermore, this Limited Warranty shall be void and of no effect whatsoever in the event the equipment is not used in accordance with and/or for the purpose provided, or if damages by reason of abnormal weather conditions, acts of God, falling objects, explosions, fire, riots, civil commotion, external forces, faulty or inadequate installation, acts of war, radiation, harmful fumes or foreign substances in the atmosphere, floods or use in structures not in accordance with accepted engineering standards.

Any claim for breach of the Limited Warranty must be made and presented to EMI in writing within a period of thirty (30) days following the discovery of the alleged defect, failing which the foregoing Limited Warranty shall be void and of no effect whatsoever. Alleged defective products shall be returned to EMI for inspection. Customer must receive written authorization from EMI before returning any products and Customer shall ship the products to EMI freight pre-paid at Customer's expense. Authorization to return products is for purposes of inspection and shall not constitute acceptance of a product defect. Returned products must be suitably crated or packaged by the Customer to prevent damage. EMI will inspect the returned products for defect. If inspection reveals a defect, Customer's sole recourse for breach of warranty is the repair or replacement of defective products or the return of purchase price, at EMI's sole discretion. Repaired or replaced products are returned to the customer at no charge. If inspection reveals no defect, EMI will return the product to the Customer at the Customer's expense.

**EMI MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT OR THE USE OF THE EQUIPMENT OR THE PERFORMANCE OF THE EQUIPMENT. EMI SPECIFICALLY MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EMI NEITHER ASSUMES, NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT, ANY WARRANTY NOT SPECIFICALLY PROVIDED HEREIN.**

**Limitation of Liability:** EMI's liability under this transaction will not exceed the purchase price. **EMI IS NOT LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING DIRECTLY OR INDIRECTLY TO THIS TRANSACTION OR AS A RESULT OF THE SALE OF PRODUCTS OR EQUIPMENT, A BREACH OF THE WARRANTY PROVIDED HEREIN OR ANY USE OR MISUSE OF THE PRODUCTS OR EQUIPMENT.**

**Indemnification:** Customer agrees to indemnify and hold EMI harmless and defend EMI from and against all liability and expense based upon bodily injury, property damage or economic loss, arising, directly or indirectly, from the production, sale, re-sale, transportation, storage or the use of products sold by the Customer, except as caused by the sole negligence of EMI.

**Returns:** There are no re-stocking charges if the product is a normally stocked item returned in the same condition and with original packaging as it was shipped from EMI. Built to order, customized, and non-standard EMI products may be returned, and are subject to a re-stocking charge. Altered EMI products changed by the Customer may or may not qualify for return. If return is approved, there may be a re-working or re-stocking charge. A material return number (RMA#) must be obtained before any returned items will be accepted by EMI. All returns must be freight pre-paid, and suitably crated by the customer to prevent damage.

**Law:** This transaction is governed and construed in accordance with the laws of the State of Ohio (exclusive of any conflict of laws provisions) and the Customer consents and submits to the jurisdiction of any state court located in Shelby County, Ohio. If any provision of these Terms and Conditions is deemed to be held invalid, illegal, unenforceable, or inoperative, the balance of these Terms and Conditions will remain in full force and effect as if such revision had not been included.