



**Automation & Modular Components, Inc.**

10301 Enterprise Drive  
Davisburg, MI 48350  
Phone: (248) 922-4740  
Fax: (248) 625-3730  
<http://www.amcautomation.com>

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## **AMC STANDARD TERMS & CONDITIONS**

### **Terms of Sale**

#### **Prices:**

All prices in this quote are payable in US dollars and are subject to change without notice.

#### **Terms:**

All orders are subject to acceptance by Automation & Modular Components.

#### **Delivery:**

See quote

#### **Shipment:**

All shipments will be made Incoterms EXW.

#### **Taxes:**

Prices do not include sales, use, excise, property or similar taxes arising out of or relating to this order or the equipment or systems delivered. All taxes are to be paid by the customer. The Buyer must supply to the Seller all appropriate tax exemption certificates and documents as may be required. The Seller shall have the right at any time to separately bill the Buyer for any such tax, which the Seller may be called to pay.

#### **Return of Orders:**

Material may not be returned without Automation & Modular Components, Inc. prior written consent.

All material returned with a Return Authorization Number must be returned prepaid and packaged in an appropriate manner.

#### **Acceptance and Governing Provisions:**

This writing constitutes an offer by Automation & Modular Components, Inc. ('Seller') to sell the components, systems and/or services described herein, and expires on the date specified on the quotation. Acceptance of this offer is limited to the terms and conditions hereof; and Seller hereby objects to any additional or different terms, which may be obtained in any of buyer's forms. Buyer agrees to grant Seller a security interest in equipment. When accepted by buyer, this writing shall constitute the entire agreement between Buyer and Seller, and shall be governed by, and construed in accordance with, the internal laws of the State of Michigan, USA.

#### **Contingencies:**

Seller shall have no liability for loss or damage resulting from a delay in shipping or non-performance caused by war, riots, strikes, labor disputes, fires, embargoes, serious accidents, pandemics, epidemics or disease, delays in receipt of parts or materials from suppliers or subcontractors, Acts of God or any other circumstance beyond the Seller's control. Performance by Seller hereunder is subject to change or cancellation by Seller, at its discretion, in response to any disruption of scheduled deliveries by reason of Federal laws, regulation, directives, or administrative actions relating to the national defense priority system. Seller agrees to notify Buyer promptly of any such change or cancellation. Seller shall have no liability for loss or damages resulting directly or indirectly from any change in or cancellation of any order affected as part of such a response.

#### **Production Estimates:**

When production figures are given, it is understood that they are estimates only. Production rates and/or estimates mean only that the machine is capable of continuous operation at stated cyclic rates and the estimate may not represent actual net production to be realized.



**Acceptance:**

Acceptance is to be made on the Seller's floor subject to a reasonable pre-production run under the Buyer's supervision. The customer shall supply a sufficient number of piece parts to AMC, Inc., F.O.B. AMC's facility in Davisburg, MI, for machine adjustment and an acceptance run.

Acceptance at the Buyer's facility shall involve the sign-off of a letter of acceptance provided by the seller at the time of qualification at the Seller's plant.

Note: If the start-up option is waived by the Buyer, the letter of acceptance shall be signed at the time of machine qualification at the Seller's facility.

**Parts:**

AMC reserves the right to review the detail and assembly prints of the Buyer's part(s) to be processed prior to order acceptance. Additionally, AMC reserves the right to modify our design, concept, hardware, and/or processes in effort to build the most suitable system to meet your specifications.

**Parts Variability:**

Parts are assumed to be provided within standard processing tolerances. Adequate sample parts shall be provided by the customer at no charge to AMC Inc. during design, build and run-off stages.

The customer is responsible to make sure part dimensions are consistently accurate and parts are free from dirt, dust or debris that may cause the system to malfunction. Any revisions or travel resulting from the inconsistency of customer product will be at the customer's expense.

**Cancellation Charge:**

Once a conveyor system order has been placed with AMC, for more than two (2) weeks, any cancellation of products or quantities will be subject to a minimum 15% cancellation charge. An additional charge will be determined based upon work completed at the time of cancellation. A change may also result in a revision to the delivery schedule.

Seller shall have the absolute right to cancel and refuse to complete this order if: (1) at any time Buyer fails to strictly comply with each and every term and condition governing this order, or (2) at any time the Buyer becomes bankrupt or insolvent. This order shall not be subject to cancellation by the Buyer except with Seller's consent. In the event of any cancellation pursuant to this paragraph, Seller shall have the right to a charge for that portion of the work done on the basis of Seller's actual cost plus fifteen percent.

Orders will not be subject to cancellation, either in whole or part, without the prior written consent of AMC, Inc. and then, only under terms which will reimburse AMC for all applicable costs incurred, plus a reasonable allowance for profit.

**Collection Expense:**

Customer agrees to pay reasonable costs, expenses and/or collection fees, if is in default and placed with a collection agency or attorney for collection. If the credit is extended, that Customer will assume full responsibility for payment for the account in accordance with the terms approved. Customer agrees to grant creditor a security interest.



## **WARRANTY**

Products designed & built by AMC, Inc. will be warranted for a period of three (3) years from the date of shipment. This warranty does not extend to any other party other than the original buyer.

This warranty covers defects in workmanship and materials.

Products requiring warranty repair are to be returned with prepaid shipping to AMC, Inc. They will be repaired or replaced at no additional cost.

"All purchased components will carry the OEM's warranty, however, we will assist in replacement of defective parts. AMC, Inc. will, at additional cost, provide an installation technician to supervise the buyer's personnel if provisions for service supervision have not been specifically provided in the purchase

The end user must maintain equipment according to specified procedures in the AMC standard service manual and any OEM service manuals.

AMC will provide (1) standard equipment service manual with each system supplied, with product illustrated drawings and an AMC parts list.

The warranty is void if the equipment is subject to misapplication, misuse, neglect (including but not limited to, improper maintenance or storage), accident, improper installation, modification (including but not limited to use of unauthorized parts and attachments), repair or improper lubrication or payments are not made according to the purchase agreement.

AMC, Inc. makes no other warranty of any kind whatsoever, expressed or implied.

Seller's sole obligation under this warranty shall be limited to replacement of defective parts free of charge, Incoterms EXW. Under no circumstances shall any liability for which AMC is held responsible exceed the manufacturing cost of the items that are proven defective.

**COVID-19** - This quote does not include pricing for COVID-19 restrictions, testing, quarantine prior to reporting for onsite work tasks or possible exposure while performing the quoted work tasks, unless noted within. If testing and quarantining is required due to local requirements, this information must be provided to AMC prior to scheduling work. Additional costs to meet local requirements will be quoted and submitted for your approval prior to scheduling work. Also prior to scheduling for this "onsite" work, Customer must provide plant history including exposure and positive COVID cases. In case of any positive cases or exposure while at the customer facility, AMC reserves the right to charge for testing and quarantine of exposed workers.