



balmacinc.com

Terms and Conditions

Balmac Inc.'s Warranty

Balmac Inc. warrants each instrument of its manufacture to be free of defects in materials and workmanship for a period of two years from the date of purchase. Balmac's sole obligation under this warranty is, at Balmac's option, to correct, repair or replace any defect that was present at time of delivery, provided the instrument is returned freight prepaid to Balmac, Inc.

This warranty does not apply to batteries, fuses, lamps, or any other products or parts which have been subject to misuse, neglect, accident or abnormal conditions of operation. Instruments and parts other than those manufactured by Balmac, Inc. carry their original manufacturer's warranty.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER OBLIGATIONS, INDEMNITIES OR LIABILITIES, EXPRESSED OR IMPLIED, INCLUDING IMPLIED MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BALMAC INC. NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR THEM ANY OTHER LIABILITY IN CONNECTION WITH SALES AND OR USE OF BALMAC INC. PRODUCTS.

Balmac Inc.'s Service Warranty

Balmac Inc. agrees to perform service on returned products under the condition that Balmac's sole obligation is to perform the service in a professional manner. No other warranties apply.

Balmac Inc.'s Service Information

Products returned to Balmac Inc. for service, either normal or warranty, must be packaged in suitable containers for safe shipment and include: [1.] Name of contact and phone number and [2.] details on the nature of the problem and/or service desired. To the extent that it is possible, return all accessories used with the instrument to insure a thorough and complete checkout of the items.

Balmac Inc.'s Terms and Conditions of Sale

[1.] General Conditions: Sale of Balmac Inc. products and services is expressly conditional on Buyer's acceptance of Balmac Inc.'s Terms and Conditions of Sale. Any conflicting or additional terms of the customer contained in its purchase order forms, expressed or implied, are objected to and excluded by Balmac Inc.

[2.] New Product Sales Terms: New non-approved accounts must prepay before shipment. To open an account for New Product sales, send standard credit references and company information with purchase order. Terms for New Product sales with approved accounts: NET 30 DAYS. Ohio and California customers must supply tax exempt information or provide the current tax rate for your particular area. All sales in U.S. dollars. All sales for export outside the U.S.A. are prepaid.

[3.] Service Work (Repair and Calibration service) Terms: Prepaid. Balmac accepts VISA, Mastercard, American Express, electronic (wire) transfers and US Bank checks for payment.

[4.] Shipping: All shipments are EXW, Plain City, Ohio, U.S.A. Buyer is responsible for all costs associated with freight, insurance, unloading costs, customs fees, import charges and any other costs associated with transportation to the final destination.

[5.] Shipping Restrictions: Due to a wide variety of controls by the U.S. Government over the export of products manufactured in the U.S., Balmac Inc. is not able to ship all products to all geographical locations. By purchasing Balmac Inc., you agree to comply with all U.S. Government laws, regulations and restrictions without regard to your company location or situs of the sale. For information on export controls and export outside of NAFTA countries, see the U.S. Commerce Dept. website at www.bis.doc.gov.

[6.] Returns and Cancellations: All sales are final. Buyer must notify Balmac Inc. in writing of any order cancellation in part or in full. Authorized cancellations are subject to any miscellaneous or restocking charges (35% of sales price) incurred by Balmac Inc. in connection with the processing of the order.

[7.] LIMITATION OF LIABILITY: IN NO EVENT SHALL BALMAC INC. BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, OR USE INCURRED BY CUSTOMER OR THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, OR TORT, OR OTHERWISE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BALMAC INC.'S TOTAL LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SALE OF ANY OF ITS PRODUCTS SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCT.

All sales are made in accordance with Balmac Inc.'s Terms and Conditions stated. All orders are received and acknowledged with the understanding that they are placed in agreement with Balmac Inc.'s Terms and Conditions.



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