



## **TERMS AND CONDITIONS**

**THE TERMS AND CONDITIONS ARE LIMITED TO THOSE CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS IN ANY FORMS DELIVERED BY YOU ("CUSTOMER") ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN.**

**BY ACCEPTING DELIVERY OF THE PRODUCTS DESCRIBED IN WOLTERS MOTORS & DRIVES INVOICE OR OTHER WOLTERS MOTORS & DRIVES DOCUMENTATION, CUSTOMER AGREES TO BE BOUND BY AND ACCEPTS THESE TERMS AND CONDITIONS.**

These Terms and Conditions constitute a binding contract between Customer and Wolters Motors & Drives.

### **TERMS OF PAYMENT**

Net 30 days for payments by check, wire, ACH. All other payment methods are due upon shipment.

All orders subject to approval of credit. All orders paid in cash should be payable in US Dollars.

The finance charge on Past Due Balances is computed by a periodic rate of 1.5% per month (Annual percentage rate of 18%).

All quotes are for immediate acceptance and expire after thirty (30) days unless otherwise stated in writing.

### **STANDARD WARRANTY**

Wolters Motors & Drives will convey to the Purchaser the manufacturer's warranty that applies to the purchased goods.

This warranty does not obligate Wolters Motors & Drives to bear the cost of labor or transportation charges in connection with the replacement or repair of defective parts. All returns and warranties require an RGA from Wolters. Warranty claims are subject to the policies of the manufacturer. Any failed part must be inspected by an EASA shop or the manufacturer's review board. If the motor is not found to have a factory defect the customer is responsible for all inspection fees. The total extent of the warranty is the repair or replacement of the item. Materials are eligible for return when they are in their original box, have not been powered or energized, and are free of damage. Returns may be denied due to age, condition, or when identified as "surplus" or "no warranty". Restocking fees may apply. Wolters is not responsible for loss, damage, detention, or delay resulting from causes beyond its reasonable control. Fitness for any particular purpose of materials is expressly not made.

Wolters Motors & Drives does not assume responsibility for the accuracy of product information generated by a manufacturer that is presented or reprinted by us for your convenience.

Acceptance of the material from a common carrier constitutes a waiver of any claim against Wolters Motors & Drives for delay or damages in transit.

Seller makes no warranty of any kind whatsoever, expressed or implied, unless expressly set forth in writing. No agent, employee or representative of the Seller has any authority to bind the Seller to any affirmation, representation, or warranty concerning the goods that we sell beyond that specifically included in writing.

Wolters Motors & Drives shall not be responsible for exemplary or consequential damages.

## **SHIPMENT & FULFILLMENT**

Shipment quoted is effective as of proposal date and will be confirmed upon receipts of order, subject to availability of materials and production space. Wolters Motors & Drives shall not be held responsible for delays due to causes beyond Wolters Motors & Drives control such as strikes, riots, carrier delays, manufacturer's delays, etc.

All freight charges are billed to Purchaser. All merchandise becomes the property of the Purchaser upon transfer to the carrier.

Delivery terms are F.O.B. shipping point, unless otherwise noted. Unless specific shipping instructions are given, we will use our judgment to determine the most satisfactory routing.

In the event a package becomes lost or damaged in shipment, please make appropriate notations on your delivery receipt before signing. If the carrier is a truck line, obtain an inspection report immediately. Contact Wolters Motors & Drives for additional information.

After hours fees are assessed when order fulfillment is required after 5PM EST. Should a manufacturers' warehouse need to be accessed any after-hours fees they access will be added as well.

## **TAXES**

Sales, Use, property or similar taxes arising out of or relation to this order or the goods delivered are not included in the prices, except as otherwise specifically stated in the invoice. All such taxes are the responsibility of the Buyer, and the Seller shall have the right at any time to bill separately to the buyer any such tax, which the seller may be called upon to pay.

## **RETURNS POLICY**

All returns must have prior approval. For returns authorization, please contact us at 678-417-5830. Return shipping cost will be the responsibility of the Buyer. Some products may incur a restocking charge. To ensure proper sizing and selection of your product in advance, please contact us for assistance.

Materials are eligible for return when they are in their original box, have not been powered or energized, and are free of damage. Returns may be denied due to age, condition, or when identified as "surplus" or "no warranty". Restocking fees may apply. Wolters Motors & Drives is not responsible for loss, damage, detention, or delay resulting from causes beyond its reasonable control. Fitness for any particular purpose of materials is expressly not made.