

All Glass & Gasket Warranty

Terms and Conditions of Sale

- 1. Price:** Subject to change without notice.
- 2. Minimum Order:** \$50.00 unless otherwise noted.
- 3. Quantity Prices:** Apply on single shipment only.
- 4. Quantity Variances:** Seller reserves the right to ship and buyer agrees to accept an under or overrun of any quantity up and including 10%.
- 5. Packing:** By factory option.
- 6. Special Tooling:** All special tooling required to produce the goods shall remain the property of the seller. "Special Tooling" shall include items such as molds, dies, forms, jigs, mandrels fixtures and other special equipment.
- 7. Specifications:** Products order to specification should state specification requirements in detail. Actual test reports or certification to specification will be supplied on request at additional cost if applicable.
- 8. Returned Goods:** Only returns authorized in writing by Power Plus International will be accepted. All claims must be made within 15 days from receipt of shipment and Power Plus International must be given an opportunity to investigate. Power Plus International shall incur no liability for damage, shortages or other cause alleged to have occurred at or prior to delivery to the carrier unless buyer shall have entered full details thereof on its receipt to the carrier. Products over six months old from date of purchase will not be accepted for return.
- 9. Warranty:** These products are warranted to conform to the specifications set forth on the face hereof, and to be free from defects in workmanship for a period of one year from the date of shipment. Any warranties on materials are extended by the manufacturer. The buyer shall give Power Plus International prompt notice of any claim under this warranty. If Power Plus International, in its sole discretion, determines that the product does not conform to this warranty, Power Plus International shall replace the product free of charge. If such replacement is not feasible, Power Plus International may, at its sole option, refund the purchase price.
- 10. DISCLAIMER OF WARRANTY:** POWER PLUS INTERNATIONAL MAKES NO WARRANTIES WITH THE RESPECT TO THIS SALE, WHETHER EXPRESSED OR IMPLIED, EXCEPT AS STATE HEREIN. POWER PLUS INTERNATIONAL MAKES NO WARRANTY ON MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 11. LIMITATION OF REMEDY AND DAMAGES:** THE EXCLUSIVE REMEDY OF THE BUYER WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED HEREIN SHALL BE THE REPLACEMENT OF SAID PRODUCTS, OR THE RETURN OF THE PURCHASE PRICE, AS SET FOR UNDER "WARRANTY". EXCEPT AS HEREIN PROVIDED, EVERY FORM OF LIABILITY FOR THE DIRECT OR CONSEQUENTIAL DAMAGE FOR LOSS, ARISING FROM CONTRACT, TORT OR OTHERWISE, IS EXPRESSLY EXCLUDED AND DENIED, INCLUDING WITHOUT LIMITATION, LOSS OR DAMAGES TO BUILDINGS, CONTENTS, PRODUCTS OR PERSONS.
- 12. Agreement:** This writing is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms of their agreement. Any subsequent modification or amendment may be made only in writing signed by both parties