



TERMS AND CONDITIONS

1. Pick Heaters, Inc. guarantees that equipment supplied by it will be free from defective material and/or workmanship for a period of one year from date of installation or 18 months from date of invoice, whichever comes first. Any defects must be reported to Pick Heaters, Inc. immediately in writing. Defective parts under the above warranty will be replaced F.O.B. West Bend, Wisconsin. Pick Heaters, Inc. shall not be held liable for any claims for labor or installation costs to install or replace any defective parts or equipment. Pick Heaters, Inc. shall not be liable for any losses, damages, or delays resulting from defective parts or equipment. Equipment not manufactured by Pick Heaters, Inc. supplied as a component is not covered by this warranty, however, Pick Heaters, Inc. will pass on to purchaser the benefit of any adjustment made with the supplier of the defective component.
2. Pick Heaters, Inc. guarantees to the original purchaser that the equipment supplied will perform at its rated capacity when the equipment is properly installed and maintained and is operated under conditions as specified in the quotation, order acknowledgement and/or invoice. Any change in operating conditions or specifications subsequent to the shipment of equipment shall immediately relieve Pick Heaters, Inc. of this guarantee.
3. Delivery schedules are approximate and Pick Heaters, Inc. will use its best efforts to meet quoted delivery schedules. However, Pick Heaters, Inc. shall not be held liable for any losses or damages resulting from delays in shipment. Delays in shipment shall not be cause for cancellation of any order.
4. Buyer may not cancel orders placed with Pick Heaters, Inc. except by written consent of Pick Heaters, Inc. and payment of applicable cancellation charges. Changes in specifications or operating conditions prior to shipment of order will be permitted providing the buyer agrees to compensate Pick Heaters, Inc. for any losses as the result of these changes.
5. Pick Heaters, Inc. will not accept the return of any parts or equipment without its written consent. All authorized returns shall be F.O.B. West Bend, Wisconsin and shall be subject to applicable restocking charges.
6. Terms of the sale are Net 30 days except as may be altered by written consent of Pick Heaters, Inc.
7. Pick Heaters, Inc. reserves the right to correct any clerical errors on quotations, order acknowledgements or invoices.
8. The warranties, guarantees and/or other conditions as herein set forth shall not be enlarged, modified, or changed in any way by terms of the buyers purchase orders.
9. The warranties, guarantees and/or other conditions herein set forth are expressly in lieu of any and all other warranties, guarantees and/or conditions expressed or implied.
10. Pricing is for Equipment only. No freight, handling, duty, insurance, or other fees included.
11. Shipment of goods will be sent collect unless otherwise stated on customer's purchase order. If purchase order does not state logistics instructions, Pick Heaters, Inc. will choose carrier.
12. Material quoted and or sold by Pick Heaters, Inc is NOT to be shipped or transhipped into the following countries: **IRAN, SUDAN, NORTH KOREA, SYRIA AND CUBA.** ALL products sold by Pick Heaters, Inc are subject to the EAR (Export Administration Regulation). **DIVERSION CONTRARY TO U.S. LAW IS PROHIBITED.**