

Mid-Oregon Group

WARRANTY – CONDITIONS

WARRANTY

Mid-Oregon Group and there supplier warrants that electronic equipment will be free from defects in material and workmanship under normal use and service for a period of 90-days from the date of equipment start-up, provided that the equipment is installed and maintained as recommended by Mid-Oregon Group. The NEW mechanical equipment is warranted for 12-months from date of shipment, provided that the equipment is installed and maintained as recommended by Mid-Oregon Group. USED/RECONDITIONED Mechanical warranty is 6-months depending on the product line.

NOTE: Commercially purchased equipment will be covered by each particular manufacturer's standard warranty policy.

Warranty may be voided for any system installation and start-up that is not directly supervised by Mid-Oregon Group employed personnel at the installation site.

No charge will be made for warranty labor onsite for the first 90-days except for reasonable travel expenses from Mid-Oregon Group, Portland, Oregon to the installation site. After 90-days from installation, labor onsite will be billed at current field service rates.

The liability of Mid-Oregon Group under this warranty is limited solely to replacing or repairing (at the discretion of Mid-Oregon Group) parts that become defective during the warranty period. Adjustment is contingent upon Mid-Oregon Group's examination of the product, disclosing that the apparent defects have not been caused by misuse, abuse, improper installation or application, repair, alteration, accident or negligence in use, storage, transportation or handling. In no event shall Mid-Oregon Group be liable to buyer for loss of profits, loss of use, or damages of any kind based upon a claim for breach of warranty.

The aforementioned provisions do not extend the original warranty period of any article, which has been replaced or repaired by Mid-Oregon Group.

Mid-Oregon Group or Supplier manufactured circuit boards are warranted against defective materials and workmanship for a period of one year from the date of purchase. The product shall be returned to the factory for service or replacement. The circuit boards contain no user serviceable parts. Mid-Oregon Group will not be responsible for product damage resulting from user originated repairs or modifications.

THIS WARRANTY IS EXPRESSED IN LIEU OF ALL WARRANTIES EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF MID-OREGON GROUP OR THEIR SUPPLIERS.

CONDITIONS

SHIPMENTS

All quotations are F.O.B. Portland, Oregon, U.S.A.(or point of manufacture) on board truck. Shipments will be routed on your instructions, or, if not specified, will be made via "best way" at our convenience. We reserve the right to make partial shipments and will render invoices accordingly. All prices are in U.S. Dollars unless otherwise noted. Any transportation damages must be claimed by the Buyer and the Buyer must submit a claim to the carrier.

DELAYS

Seller shall not be liable for any defaults, damages, or delays in fulfilling any order caused by conditions beyond sellers control, including, but not limited to: Acts of God, strike, lockout, boycott, or other labor troubles, war, riot, flood, government regulations, or delays of Seller's subcontractors or suppliers in furnishing materials or supplies due to one of the foregoing causes.

CANCELLATION

Cancellation without liability of this proposal after acceptance by the Purchaser and approval by Mid-Oregon Group can be made only with our consent in writing. In event of cancellation or suspension by Purchaser's request, the Purchaser agrees to promptly reimburse Mid-Oregon Group by the following formula: (1.3) times the direct labor cost plus (1.3) times the custom materials costs, any materials not returnable to our suppliers, and all other expenditures directly attributable to this job prior to time of "stop order". Direct labor is defined as actual salary plus 33% mandatory and customary benefits.

RETURNS

Products that are being returned for credit will be evaluated upon receipt. If parts are in "like new" condition full credit will be given, restocking fee may apply if a non-stock item. Freight will only be credited if our supplier extends credit on freight.

NET 30 TERMS; Invoices past due more than 30-days will be assessed a service charge of 1-1/2% per month. Unless otherwise specified as noted below. Equipment Sales: Reference terms at time of sale.

The exception is for sales out of the USA, then payment is due in full prior to shipping.

DELINQUENT NOTICE; CREDIT DISCONTINUED / ORDER HOLD will occur upon any invoice issued reaching 90-days from invoice date. Existing purchase orders will not be further fulfilled or shipped. Past due invoices will be assessed a charge from the due date at the service charge rate.

RELEASE FROM ORDER HOLD will occur when payment is received for the total amount due, including all service charges. Once delinquent COD, Credit Card, or Pre-pay terms will be applied.

TITLE

Title to all Equipment supplied under this agreement together with all additions thereto and agreed substitutions shall remain with the Vendor notwithstanding delivery or the passing of risk in the Equipment or any other term of this Agreement until the Purchaser has paid the purchase price in full together with accrued interest in cash or cleared funds. The Equipment sold shall remain personal property regardless of the mode of its attachment to real property or the use made thereof; and Purchaser shall not sell, mortgage, pledge or otherwise encumber said Equipment or any part thereof nor permit the same to be removed from its place of installation, so long as any portion of the purchase price remains unpaid, without the Vendors written consent. Until such time as the property in the Equipment passes to the Purchaser, the Purchaser shall hold the Equipment as the Vendors fiduciary agent and bailee and shall keep the Equipment separate from those of the Purchaser and third parties and properly protested and insured and identified as the property of the Vendor and the Vendor shall be entitled at any time without notice to enter upon any premises of the Purchaser or any third party where the equipment is stored and re-possess the Equipment.

PAYMENT DEFAULT

In the event of Buyer's default in payment for the Products, Buyer shall be responsible for all reasonable costs and expenses incurred by Seller in collection of any sums owing by Buyer and Seller shall not be obligated to make any further deliveries to Buyer. Such reasonable costs and expenses shall include, but not be limited to, reasonable attorney's fees.

