The conditions stated below shall constitute a part of any agreement resulting from an order for the whole or any part of the goods covered by this quotation, unless expressly excepted therein:

1. ACCEPTANCE:

All orders based on this quotation are subject to acceptance by CARR LANE ROEMHELD at its main office in St. Louis.

2. PRICES AND QUOTATIONS:

Except as hereinafter provided, prices quoted are firm for orders placed within (30) days from the date of this quotation which call for shipment in or within six months from the date of this quotation. Prices for orders which do not call for shipment in or within six months from the date of this quotation shall be in the prices in effect at the date of shipment. All prices are f.o.b. St. Louis, Missouri, unless otherwise specified. Prices quoted do not include the cost of any qualification tests, unless otherwise stated.

3. PAYMENT AND CREDIT:

Each shipment shall be a separate transaction and payment shall be made accordingly. Unless otherwise agreed in writing, payments for products shall be made on the basis of net cash thirty (30) days from the date of invoice. If, in the exclusive judgement of CARR LANE ROEMHELD, the financial condition of the purchaser at any time does not justify the commencement or continuance of production or shipment on the terms specified herein, CARR LANE ROEMHELD may, in addition to all other remedies it may have at law or in equity, make a written demand for full or partial payment in advance, suspend its performance until such payment is made and cancel the purchaser's order if such payment is not received by CARR LANE ROEMHELD within thirty (30) days after delivery in person or mailing of said demand by CARR LANE ROEMHELD. If shipments are delayed by the purchaser payments shall become due from the date when CARR LANE ROEMHELD is prepared to make shipment. If manufacture is delayed by the purchaser, payments shall thereupon be made based on the contract price and percentage of completion. Products held for the purchaser because of such delay in delivery or manufacture shall be at the risk and expense of the purchaser.

4. TAXES:

The prices quoted herein are subject to any addition which may be necessary to cover any tax or charge now existing or hereafter imposed by Federal, State, or Municipal authorities upon equipment or services herein described, or the production, sale, distribution, or delivery thereof, or upon any feature of this transaction.

5. SHIPMENTS AND DELIVERY:

Delivery of products shall be f.o.b. our plant. Title and risk of loss or damage to goods shall pass from CARR LANE ROEMHELD to the purchaser upon delivery by CARR LANE ROEMHELD to the possession of the carrier. Any claims for loss or damage after risk or loss has passed as herein provided shall be filled with the carrier.

CARR LANE ROEMHELD shall not be liable for loss or damage from delay in delivery or failure to manufacture due to causes beyond its reasonable control. In the event of such delay in delivery or failure to manufacture, CARR LANE ROEMHELD shall not be required to allocate production and deliveries among customers.

Shipping dates are approximate and based on prompt receipt of all necessary information by CARR LANE ROEMHELD at its factory.

6. WARRANTY:

(a) CARR LANE ROEMHELD warrants that all parts manufactured by it shall be free from defects in materials or workmanship under proper care and normal use. CARR LANE ROEMHELD, at its option, shall repair or replace, free of charge, any part covered by this warranty which shall be returned to CARR LANE ROEMHELD'S plant location issuing this quotation, transportation charges prepaid, within six (6) months from date of receipt of product by buyer which examination proves not to be free from defects in materials or workmanship. CARR LANE ROEMHELD shall not be liable for any repairs or replacements of parts covered by this warranty made without written consent of CARR LANE ROEMHELD. CARR LANE ROEMHELD shall be liable for breach of this warranty only if it receives written notice of such breach within six (6) months from the date of shipment of the product to which the breach relates. The foregoing shall constitute the sole remedy of the purchaser for any breach by CARR LANE ROEMHELD of its warranty.

(b) When CARR LANE ROEMHELD is to custom design an installation and if CARR LANE ROEMHELD makes no warranty with respect to defects in material or workmanship in the completion of such an installation as well as supply design specifications, CARR LANE ROEMHELD warrants that the installation shall be free from defects in material or workmanship under proper and normal use. CARR LANE ROEMHELD shall cause any such defects to be repaired if it received written notice of such defect within ninety (90) days from the completion of the installation.

(c) CARR LANE ROEMHELD MAKES NO WARRANTIES REGARDING PARTS MANUFACTURED BY IT, CUSTOM DESIGN SPECIFICATIONS SUPPLIED BY IT, OR CUSTOM INSTALLATION COMPLETED BY IT OR ITS AGENTS, (INCLUDING WITHOUT IMPLIED LIMITATION WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES AGAINST INFRINGEMENT OF ANY PATENT), EITHER EXPRESSED OR IMPLIED, EXCEPT AS PROVIDED HEREIN.

7. OWNERSHIP OF TOOLS:

Except where otherwise specifically provided for, the tool charge quoted does not cover the entire cost, and payment, thereof, does not convey title to the tools or the right to remove them from Seller's possession.

8. RESEARCH AND DEVELOPMENT:

When CARR LANE ROEMHELD is to do research and development work for a customer, the face of this quotation contains the words "Research and Development" and the following contract clause is effective: CARR LANE ROEMHELD agrees to and does hereby grant to the purchaser a nonexclusive, royalty-free license under each invention or discovery conceived and first actually reduced to practice in the performance of any experimental, developmental or research work called for by this contract; provided however that the foregoing shall not apply to any invention or discovery conceived by a person who is not then obligated to assign the same to CARR LANE ROEMHELD without the payment of further consideration by CARR LANE ROEMHELD to said person for such an assignment; and provided further that nothing contained herein shall be deemed to be a grant of any license by CARR LANE ROEMHELD under any invention or discovery other than one which is first conceived and first actually reduced to practice in the performance of any experimental, developmental or research work called for by this contract.

9. CONSEQUENTIAL DAMAGES:

In no event shall CARR LANE ROEMHELD be liable for consequential damages.

10. MISCELLANEOUS:

The validity, construction and interpretation of this quotation, or of any contract of sale arising out of this quotation, and the rights and duties of the parties thereto shall be governed by the laws of the State of Missouri. This quotation constitutes the final, complete and exclusive statement of representations made by CARR LANE ROEMHELD, and CARR LANE ROEMHELD shall not be bound by any representation promise or inducement of any kind unless set forth herein, nor shall it be bound as to any representations made herein except to the designated recipients of this quotation.

No waiver, alteration or modification of any of the provisions hereof or of the provisions of any contract arising herefrom shall be binding on CARR LANE ROEMHELD unless in writing and signed by a duly authorized representative of CARR LANE ROEMHELD and the purchaser.

All drawings, novel techniques and inventions made by CARR LANE ROEMHELD or its agents or employees in the fulfillment of any order arising from this quotation shall be the property of CARR LANE ROEMHELD.

The purchaser may not assign his rights or duties under any contract of sales arising from this quotation without the prior written consent of CARR LANE ROEMHELD.

IMPORTANT: Unless specifically noted, this quotation does not include the costs of special packaging, marking, technical data, or certifications.
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Power Workholding For CNC Machining

The highest quality power workholding systems to help you remain competitive in today’s manufacturing environment.

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- Work Supports
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