



Terms and Conditions of Sale

- 1) **Credit Terms:**

Process Instruments, Inc. may extend net 30 day payment credit to customers in good standing. First-time purchasers are requested to pay by credit card or COD. Export credit terms are 'shipment after receipt of funds.'
- 2) **Freight Terms:**

All shipments are FOB origin (ex-works), from Pittsburgh, PA, USA. All transport charges are the buyer's responsibility.
- 3) **Delivery:**

Process Instruments, Inc. will make every effort to delivery goods and to provide services within the time quoted to the buyer, but shall not be liable for delays due to causes beyond its reasonable control.
- 4) **Title:**

Title and ownership of all goods remains with Process Instruments, Inc. until payment is received in full.
- 5) **General Terms & Conditions:**

Our acceptance of a buyer's purchase order does not include or imply acceptance of any but terms & conditions stated in this document. Failure by Process Instruments, Inc. to object specifically to provisions contained in any customer purchase order or related communications shall not be construed as a waiver of Process Instruments, Inc.'s terms & conditions of sale. Any buyer's terms beyond agreed to price, payment terms and delivery dates are hereby automatically refused, and any buyer's terms not in conformance with these terms & conditions are hereby automatically objected to.
- 6) **Default of Payment:**

Customers with net 30 day credit who fail to make full and timely payment may incur finance charges of 1.5% per month of any amount due. Accounts with balances over 60 days are placed on a 'warning' status; accounts with balances over 90 days are placed on COD. In the event of failure to pay or other default, Process Instruments, Inc. shall pursue legal collection efforts. All attorney's fees and other costs of collection or enforcement of delinquent accounts shall be borne by the buyer. Remedies shall be cumulative and may be exercised successively or concurrently.
- 7) **Quality:**

Process Instruments, Inc. manufactures products and provides services in accordance with recognized quality standards. All applicable items are manufactured to Process Instruments, Inc.'s specifications and drawings, which are subject to change without prior notice. Unless specifically requested, all items are manufactured to the latest drawing revision.
- 8) **Limited Warrantee:**

In general, repairs and spare parts are warranted 90 days, overhauls and instruments for one year. Certain instruments and standards carry longer warrantees. This limited warrantee covers defects in materials or workmanship only. Liability is limited to the cost of repair or replacement, at Process Instruments, Inc.'s discretion. Process Instruments, Inc. will not be liable for any consequential or incidental damages, however caused, in connection with any of its products or services.
- 9) **Packaging:**

Standard packaging is for commercial ground or air transport. Additional or special packaging requirements may incur additional charges.
- 10) **Governing Law:**

These terms and conditions shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania; submission of orders with Process Instruments, Inc. constitutes customers' agreement to submit to the jurisdiction of courts in Allegheny County, Pennsylvania.
- 11) **Export Items:**

Items for export from the USA are governed by applicable USA trade laws and restrictions in effect as of the date of the order.