



## **KILNS BUILT TO LAST**

**L&L Kiln Mfg. Inc. ♦ 505 Sharptown Rd. ♦ Swedesboro, NJ 08085**

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### **STANDARD TERMS & CONDITIONS OF SALE**

**1. ACCEPTANCE:** This Quotation is an offer by L&L Kiln Mfg., Inc. ("L&L") to provide products, equipment, and/or services ("Goods") as detailed in the Quotation and/or the Confirmation of Order and these terms supercede and replace all other terms, conditions, and/or requirements, including any terms which appear in or are attached to, Buyer's purchase order or subcontract, unless such other items have been specifically accepted by L&L in writing.

**2. SHIPMENT:** The estimated delivery date stipulated in the Quotation is based on present factory schedules and on receipt of a purchase order and any required downpayment at L&L's office at 505 Sharptown Road, Swedesboro, New Jersey 08085. Unless otherwise stated, delivery will be made F.O.B. Point of Shipment by L&L.

**3. EXCUSE OF PERFORMANCE:** Deliveries may be suspended or delayed by L&L in the event of any occurrence/non-occurrence beyond its reasonable control, including but not limited to: Acts of God, war, terrorism, riot, fire, explosion, accident, flood, sabotage, lack of adequate fuel, power, raw materials, labor, transportation, compliance with governmental requests, laws, regulations, orders or actions, breakage or failure of machinery or apparatus, national defense requirements, or any other event beyond L&L's reasonable control or in the event of labor trouble, strike, lockout or injunction, where any such event makes impractical the manufacture or transportation of the goods or of a material upon which the manufacture of the goods is dependent. In any such event, if it is impractical for L&L to supply the total order quantity for the Goods, L&L may allocate its available supply of the Goods, without obligation to purchase similar goods from other sources, at its sole option and discretion. Deliveries suspended under this section may be canceled without liability, but the balance of this contract shall otherwise remain unaffected.

**4. TAXES:** The prices quoted herein are exclusive of any sales, occupational or use taxes, or any inspection testing or other charges which may now or hereafter be imposed by the Federal, State or City Government in whose jurisdiction shipments are

received or installed and such charges are payable by the purchaser. L&L Kiln Mfg., Inc., is a Pennsylvania Corporation. If Buyer is required to pay state sales or use tax, remit same directly to the appropriate state tax board. Buyer's purchase order must include an exemption certificate evidencing any claim of exemption from sales, use, or occupational taxes. Buyer agrees to indemnify L&L Kiln Mfg, Inc., from any claims from any state's tax authority on this order.

**5 LIMITED WARRANTY:** L&L Kiln Mfg., Inc. Limited Warranty is included herein by reference. It can be downloaded at [www.hotkilns.com/warranty.pdf](http://www.hotkilns.com/warranty.pdf). The revision level in effect on the date of the order shall be the controlling document.

**6. DISCLAIMERS:** EXCEPT AS SPECIFICALLY WARRANTED HEREIN, KILNS ARE SOLD AS IS. L&L MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, COVERING THE GOODS AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Purchaser acknowledges that certain conditions or circumstances may be created or incurred by Purchaser or user or over which L&L has no control, including, but not limited to, climactic conditions, improper use, inadequate maintenance, and Purchaser, as a condition of purchase or use, assumes responsibility for and releases L&L from liability arising out of the use of the kilns attributable to such causes.

**7. OTHER DAMAGES:** L&L SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SECONDARY, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO BODILY INJURY OR DEATH, LOST PROFITS, LOSS OF USE, OR OTHER ECONOMIC LOSSES. Purchaser agrees that L&L's total liability for any damages or remedies arising hereunder shall be limited to direct damages, in an amount not exceeding the purchase price actually paid. Replacement or repair or refund, at L&L's sole discretion, of the purchase price of the equipment purchased shall constitute the exclusive and sole remedy available to Purchaser. Any action for

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breach of contract or negligence must be commenced by Purchase within one (1) year after delivery of the equipment to Purchaser.

**8. SAFETY NOTICE:** Buyer acknowledges that process and manufacturing systems and/or equipment improperly installed, maintained or operated can pose serious and dangerous threats to worker/student safety, environmental integrity, and product/process quality. The equipment furnished hereunder is provided with various safety, performance, and operating limits, designs and devices which, if disconnected, altered, tampered with, or changed by Reseller, or others acting on Reseller's behalf, will become Reseller's sole risk and responsibility and such actions will absolve L&L of any and all obligations and liabilities with respect to the function of such limits, designs and devices.

**9. TITLE AND CLAIMS:** Title passes to the Buyer when delivery is made to the carrier by L&L. Any claims for damages in transit must be made to the carrier by the Buyer as soon as possible and not later than 10 days, after receipt of Goods. In no event shall any loss, damage, injury or destruction operate in any manner to release the Buyer from the obligation to make payments as required herein.

**10. PROPRIETARY RIGHTS:** Buyer understands and agrees that L&L's designs, engineering, and manufacturing information, whether patented, copyrighted, or treated as proprietary know-how and/or trade secret as defined in the Uniform Trade Secrets Act, are proprietary and confidential to L&L and shall not be used or disclosed by Buyer to the detriment of L&L.

**11. INSTALLATION AND START UP:** All Goods shall be installed by and started up by and at the expense of the Buyer unless otherwise agreed in writing by the parties.

**12. CANCELLATION:** Orders accepted by L&L are not subject to changes or cancellation by the Purchaser except with L&L's written consent which will specify applicable cancellation charges. In the event of such cancellation L&L shall be entitled to either (a) twenty-five percent (25%) of the total purchase price or (b) the actual costs expended by L&L in the manufacture of the goods, including overhead costs and a profit of ten per cent (10%) on the total, whichever is greater as liquidated damages for said cancellation.

**13. AUTHORITY OF REPRESENTATIVES:** None of L&L's distributors, resellers, agents, employees, representatives, or sales people has any

authority whatsoever to make or bind L&L to any warranty or representations concerning the Goods sold hereunder, or to modify the contractual terms, except an Officer or Authorized Manager of L&L.

**14. CONSTRUCTION:** This contract shall take effect and be construed in accordance with the laws of the State of Pennsylvania. It constitutes the entire agreement between the parties hereto and there are no understandings, representations or warranties of any kind not expressly set forth herein. Customer hereby consents to the jurisdiction and venue of the state courts of Delaware County of the Commonwealth of Pennsylvania or the U.S. District Court for the Eastern District of Pennsylvania.

**15. STANDARD PAYMENT TERMS:** For orders of \$10,000 or less, prepayment by credit card, check or wire transfer unless open credit is already established, in which case terms are 50% with order, balance net 30 upon shipment unless otherwise stated on the quotation or acknowledgment. For orders larger than \$10,000, payment terms are 50% with the order, 40% before shipment (inspection in our factory is encouraged) balance Net 30 after shipment. Credit must be established. These terms will be modified if customer has a history of slow payment. Payment history with L&L will determine future credit.

**16. MINIMUM ORDERS:** The minimum order is \$25.00.

**17. RESTOCKING AND RETURNS:** Only stock items will be accepted for return (after prior written approval from L&L). There is a 25% restocking charge with a minimum restocking charge of \$25.00. Special order items may not be returned. Acceptance of returned items is strictly contingent upon the Goods being packaged and crated to L&L's sole satisfaction and any restocking charge will include all costs to refurbish damaged Goods.

**18. LATE PAYMENT:** A 1-1/2% per month finance charge will be due on all late invoices. More importantly, future credit is dependent on prompt payment of invoices.