

Terms

Terms of payment for domestic shipments are net 30 days for firms with approved credit. New customers are requested to furnish commercial and bank references in order to facilitate the establishment of an open account. Export shipments, except to Canada, must be accompanied by a bank draft, wire transfer, or irrevocable letter of credit, unless satisfactory credit arrangements have been made with our Credit Department. Payment must be in U.S. funds. Visa, Mastercard, American Express, and Discover are accepted.

Minimum Order

Small orders are costly for both you and us. Orders for less than \$50.00 (\$100.00 for export shipments) will, therefore, be subject to minimum billing.

Shipping and Insurance

In the absence of specific shipping instructions from you, we will ship your order by the safest, most economical method. On domestic shipments there are no packing or crating charges, except in certain instances where special packing or marking are requested by you. Ocean freight and certain air freight export shipments requiring special packaging are subject to additional charges to cover the costs involved. Shipping terms are Ex-Works our plant, with title passing at such point. All domestic parcel post and United Parcel Service (UPS) shipments are insured for safe delivery unless instructed otherwise. If requested by you, or if considered necessary by us, export shipments will be insured, but in no instance shall we be liable for failure to insure unless you specifically instruct us to.

Returned Goods Policy

To return products for credit or replacement, please contact Koehler Customer Service with your purchase order number, our packing list/invoice number, the item(s) to be returned and the reason for the return. You will be issued a Returned Authorization (RA) number, which must be prominently displayed on the shipping container when you return the material to our plant. Shipping containers without an RA number prominently displayed will be returned to the sender. Goods must be returned freight prepaid. Returns will be subject to a restocking charge, the application of which will depend upon the circumstances necessitating the return. Some returns cannot be authorized, including certain products purchased from outside vendors for the convenience of the customer, products manufactured on special order, products shipped from the factory past ninety (90) days, and products which have been used or modified in such a way that they cannot be returned to stock for future sale.

Export Shipment Claims

If damage or loss occurs to a parcel post or air freight shipment insured by us, retain the shipping container and contents and notify Koehler Instrument Company immediately. We can arrange for inspection and file the claim with the carrier on your behalf. If an ocean freight shipment is damaged in transit, we can file the claim in the U.S. or you can make the adjustment through the local agent of the insurance company. If we are to make the claim, report the loss to the carrier and send us the certificate of insurance and copies of the bill of lading and commercial invoice to expedite adjustment. Please note that if you request 'C & F' terms or specifically instruct us not to insure the shipment the responsibility for making any claim rests with you.

United Parcel Service (UPS) and Parcel Post Shipments

If damage occurs to a UPS or parcel post shipment, we can file the claim on your behalf. Retain the shipping container and contact the local UPS representative or Post Office to arrange for inspection. Notify us within ten days to enable us to file the claim.

Instructions for Filing Freight Claims

Although the greatest care is exercised in preparing your order for shipment, occasional damage or shortages are unavoidable. Your Koehler shipment should be unpacked and inspected the same day it is received. If the shipment is visibly damaged, driver and receiver should both inspect the contents for damage. Do not accept a visibly damaged shipment unless the driver endorses both the carrier's and consignee's copies of the delivery receipt as to the damage. If there is either visible or concealed damage or shortage, immediately notify the delivering carrier (no later than 15 days after delivery) and request an inspection. The carrier's representative will inspect the shipment within 48 hours to substantiate the amount of damage, and will prepare an inspection report. This report is signed by both the carrier and the receiver and should be included with a standard claim form and copies of the bill of lading, paid freight bill and commercial invoice when you file your claim with the carrier. The merchandise and shipping container should be retained at your facility until disposition has been made by the carrier or his representative.

Service

Even the finest made equipment occasionally fails to perform as it should. When you call us with a service problem, we will act quickly to resolve it for you. Our Technical Service Department maintains a stock of replacement parts for most needed repairs to insure that down time will be minimized should servicing be required.

Warranty

If within one year from date of receipt, but no longer than 15 months from date of shipment, Koehler equipment fails to perform properly because of defects in materials or workmanship, Koehler Instrument Company will repair or, at its sole discretion, replace the equipment without charge F.O.B. its plant, provided the equipment has been properly installed, operated and maintained and Koehler is advised in writing of the malfunction and authorizes the return of the product to the factory. Koehler Instrument Company's sole responsibility and the purchaser's exclusive remedy for any claim arising out of the purchase of any product is the repair or replacement of the product. In no event shall the cost of the purchaser's remedy exceed the purchase price, nor shall Koehler Instrument Company be liable for any special, indirect, incidental, consequential or exemplary damages.

KOEHLER INSTRUMENT COMPANY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.