

# Terms and Conditions

## Placing an Order

Orders are placed with local Acromag Sales and Engineering Representative or directly with our factory headquarters in Wixom, Michigan, USA via Website, email, letter, telephone, or facsimile. Your order should include the complete Acromag model number, any options, quantity desired, shipping and billing addresses, purchase order number, and desired method of shipment. Standard delivery is stock to three weeks, typical. Please request the shipping date(s) that you need. Please include your name, telephone, and facsimile numbers so we can contact you in case we have any questions. Upon receipt and acceptance by Acromag, you will receive a prompt confirmation of your order.

## Prices

Prices for Acromag products are shown in price lists and literature. Additionally, prices may be specified on a current quotation or other written agreement with the Acromag factory. These agreements must be in force at the time of acceptance, and order confirmation by Acromag's Factory. Quotations from our Sales and Engineering Representatives are for "estimating purposes only" until confirmed by the Acromag Factory.

PLEASE NOTE: Quoted prices do not include shipping charges, or insurance in transit. Additionally, they do not include sales, use, excise, or other taxes and charges that may be imposed. Such charges can increase equal in amount to any amounts Acromag is required to collect or pay upon the sale or delivery of the items purchased. Errors are subject to correction. Published prices and specifications are subject to change without notice. Pricing may also be subject to tariff recovery fees based on tariffs enacted above and beyond our typical costed amounts. Formal factory quotations are normally firm for 30 days, unless otherwise specified.

## Credit Terms

Credit terms are granted at the sole discretion of Acromag, and full payment is due Net 30-days after the invoice date. Unless credit has been approved in advance, buyer agrees to accept delivery and pay cash on or prior to delivery. Invoices are issued when goods are delivered to the carrier. Invoices not paid within thirty days of the invoice date will bear interest at 1.5 percent per month (18 percent per annum) on the unpaid balance from the date of delivery to the date of actual payment. Shipping charges are added from point of origin: which is F.O.B. the Acromag factory in Wixom, Michigan, USA.

## Credit Cards

Visa, Mastercard, and American Express cards are accepted. Effective September 1, 2017, all credit card purchases will be subject to a 3% finance charge.

## Delivery

Delivery dates are given as best estimates at the time the order is confirmed and accepted, but are not guaranteed. Acromag is not liable for damages resulting from late delivery or due to conditions beyond Acromag's control. The time of delivery is when the equipment is available for pick up by the carrier. In the absence of specific shipping instructions, Acromag will select an appropriate carrier, but such carrier will not be the agent of Acromag, nor will Acromag assume any liability regarding the shipment, including risk of loss or damage to the goods in transit. It is agreed between the buyer and seller that risk and title to the goods passes to the buyer upon delivery by Acromag to the carrier, subject to a purchase money security interest retained by Acromag until payment of the full purchase price to Acromag.

## Packaging and Documentation

All Acromag instruments are placed in anti-static bags and individually packaged in high impact corrugated cardboard containers suitable for domestic shipment or overseas air shipment. Copies of test documentation, export packaging, and export documentation are available if requested.

## Limited Warranty

Acromag warrants all instruments it manufactures to be free from defects in materials and factory workmanship to the original buyer. Acromag agrees to repair or replace, at its sole discretion, any product that fails to perform within their respective warranty.

"TWO YEAR BASE WARRANTY" products that fail to perform as specified within two (2) years after the date of shipment. This covers all products sold by Acromag.

This warranty is contingent upon proper use of the equipment, and does not cover equipment that has been modified or has been subjected to abusive physical or electrical stresses from ESD, surge. Contact Acromag for more information. The buyer agrees and accepts these warranty limitations, and further agrees to hold Acromag harmless for any claims or damages.

Products that are no longer part of the regular sales offering are considered to be EOL (end-of-life) and are repaired on a best-effort basis.

## Limitations of Liability

The above warranty provides the exclusive remedies in lieu of any other warranty, including but not limited to Warranty of Merchantability, Fitness for Particular Purpose, and Fitness for Ordinary Purpose Used or Purpose Intended. Acromag's sole liabilities and Buyer's sole remedies under this agreement are limited as provided in the Warranty by repair, or by replacement, or by refund of the purchase price. Acromag shall not be liable for any direct, indirect, consequential, or incidental damages resulting from defects in any instrument, equipment, product, or service, nor for failure of delivery in whole or in part, nor for injuries resulting from its use or for any other causes.

## Substitutions and Modifications

Acromag reserves the right to make substitutions and modifications in the specifications of equipment that do not materially or adversely affect the performance of the equipment.

## Changes in Orders

Customer changes in orders, delivery dates, specifications, calibration, cancellations, or other alternations which affect Acromag production, engineering, or scheduling are subject to added charges as determined by Acromag.

## Returns

New equipment may be returned within 30 days of shipment with prior factory approval and upon the assignment of a Returned Material Authorization (RMA), by Acromag. This number must be clearly visible on the return package(s). RMA numbers are valid for 30 days from date of issue. New items in factory sealed containers which are less than thirty days old after shipment may be returned for credit, less a minimum restocking charge of 20% of the full list price plus all shipping charges, and only with factory approval. Specially ordered, or modified goods, or goods which have been used or have been unpacked from the factory-sealed containers, or goods which have been shipped more than thirty days prior are not returnable.

## Quality

All Acromag products undergo rigid quality control procedures to ensure compliance with our published specifications. Customers are welcome to observe our standard inspection procedures at a nominal charge. Factory inspections requiring special tests, documentation, or procedures not normally part of Acromag's standard procedures, are subject to additional charges. Customers or regulatory agencies may request access to Acromag's "quality management system." Acromag personnel have full access to this system and are trained on all quality procedures.

## Service Policy

**Within-Warranty** products returned and needing corrective repair are serviced at no-charge in accordance with the terms of the Acromag Limited Warranty policy. Products returned for "retest" or "recalibration" within 24 months of shipment are serviced at no-charge.

After 24 months of shipment, products simply returned but "not needing corrective repair" will be charged 25% of new product costs with a \$100 minimum. This charge covers "retest", and "recalibration" The Customer pays all shipping charges to the factory.

**Out-of-Warranty** products returned for repair, test, or recalibration are charged as follows: Our typical repair or retest charge is the greater of 35% of list-price, or \$100. Some repairs may exceed this amount. Such repairs are performed at the customer's expense.

If requested, or if costs exceed 50% of current list price, Acromag advises the customer prior to making the repairs. Shipping charges both ways are at the customer's expense.

Please be sure all returns are shipped as follows:

- 1) "Returned Material Authorization," RMA number, clearly shown on each package. Please call Acromag at 248 624-1541 to obtain your RMA number.
- 2) Your company Name with Billing and Shipping Addresses.
- 3) A complete description of problem, or re-calibration data.
- 4) The contact person at your company, with their telephone and facsimile numbers.
- 5) Non-Warranty returns additionally need your Purchase Order Number.

Please pack your returned instruments in their original shipping cartons, or in equivalent strong protective shipping cartons. Please address your package(s) to:

Acromag, Inc.,  
Attn: Repair Dept. RMA # \_\_\_\_\_  
30765 South Wixom Road  
Wixom, MI 48393-2417 USA

## Ordering Literature and Documentation

The following items are available at additional charges. Please call the factory or your local Acromag sales representative for more information.

- Certificate of compliance
- Test data certificate
- On-site inspection
- Manufacturing quality audit

## Modification of Terms and Conditions

These terms and conditions shall prevail notwithstanding any proposed variation or addition which may be contained in any order or other written document submitted by the buyer for any equipment sold. Any deviations or additions to these terms and conditions must be in writing and are not valid unless confirmed in writing by an authorized officer of Acromag.