

Warranty, Terms & Conditions of Sale

The Warranty, Terms and Conditions shall be construed and interpreted pursuant to the State of Georgia, United States Laws. Venue of any suit against Georgia Oven Company Inc. products shall be in the State of Georgia, United States of America.

- 1.0 Proposals:** All prices and discounts are subject to change without notice. Written proposals by Georgia Oven Company, Inc. (GOCI) expire thirty (30) calendar days from the date of proposal. Proposal documents will be assigned a number and revision.
- 2.0 Standard Terms of Payment:** 50% down, 50% due Net (10) after the successful completion of the Factory Acceptance Test at the GOCI facility prior to shipment. Otherwise, specific negotiated proposal terms apply. All equipment must be paid in full prior to shipment.
 - 2.1 Customer Payment Delays –** Upon completion and acceptance of the purchased equipment if the remaining balance or final payment is not paid within (10)-days the customer will be liable for all storage charges and a one-time finance charge of (2)% of the total price of the machine.
- 3.0 Customer Purchase Orders:** Purchase orders for GOCI equipment must be made in writing and signed by an authorized agent of the purchasing company. All purchase orders must reference the GOCI written proposal number plus any optional and or accessories required.

- 4.0 Drawings:** Once the customer has issued a purchase order the buyer will have submitted to them for approval the following items before manufacturing can begin. Failure to accept or approve the following items within 1-week of submittal will impact delivery. Drawings are provided in the Adobe pdf format. Under no circumstances will any detailed mechanical fabrication drawings be provided for manipulation, redistribution, or file. Detailed mechanical drawings are the sole proprietary intellectual property of Georgia Oven Company Inc. and their acquisition is non- negotiation. The following documents include:
- 4.1 Piping & Instrument Diagram** – This drawing illustrates the basic piping flow, instruments and major components used with regards to atmosphere, pneumatic control, process gases, liquid and cryogenic mediums.
 - 4.2 Mechanical Layout Drawing** – This drawing illustrates the overall dimensions and required footprint of the purchased equipment. Details are also given to regard to utility connection. It is the customers responsibility to ensure that the equipment can be maneuvered, positioned and operated without obstruction.
 - 4.3 Electrical Schematic** – This drawing illustrates the electrical connection and wiring of the purchased machine. This drawing is provided in a ladder logic format only. The schematic can be provided in either an Adobe pdf or Microsoft Visio vsd file format.
- 5.0 Delivery Date:** A delivery window, expressed in weeks, will be given during the proposal process but the actual delivery will be contingent upon receipt of both a Purchase Order and down payment. Although Georgia Oven Company will do its best to comply with the proposed delivery window; GOCI reserves the right to modify this date if other customers purchase orders and down payments have been received in full.
- 5.1 Delivery Acceptance** - All deliveries are accepted contingent upon fires, labor troubles, accidents, failure of our suppliers to deliver, Government directives or requests and other causes beyond our control
 - 5.2 Customer Delivery Delays** –If the buyer chooses to delay the shipment and or acceptance of the equipment for any reason GOCI reserves the right to implement a weekly storage fee not to exceed 5% of the total price of the purchased equipment.
 - 5.3 Liability of Delays** – Under no circumstances will GOCI be held financially responsible for any losses or damages incurred by the buyer or any involved party due to a delay in delivery.

6.0 Change Orders/Modifications:

- 6.1 **Initiation of Change Order:** Any changes or modifications beyond the scope of the original contract, initiated by the buyer, constitute a Change Order and a non-negotiable modification fee based on the stage of the project. Fee's will be assessed and made a part of the Change Order Document
- 6.2 **Change Order Document:** GOCI will provide a new quote for modification and or change requests in the form of a Change Order, this document will include all fees, labor and components to complete the modification. Change orders will be assigned a number and revision.
- 6.3 **Buyer Purchase Order Modification** – It is required that the buyer either modifies the original purchase order to reflect the change order as a new line item or issues an additional purchase order . No change order or modification will be performed unless a written purchase order has been received.
- 6.4 **Change Order Payments** - All change orders must be paid within 15-dyas of receipt of buyer purchase order or prior to the shipment of the equipment regardless of any negotiated buyer on-site commissioning and or start-ups

7.0 Transportation:

- 7.1 **Freight** – Transportation of equipment is to be arranged by the buyer when possible. All transportation and rigging charges are to be paid by the buyer. If shipment is not arranged by the buyer, GOCI will provide the means of transportation with the understanding that the charges will be paid either up-front with a provided transportation company invoice or Freight Collect.
- 7.2 **Crate** – Crate charges will be advised prior to shipment and to be paid by the buyer prior to shipment.
- 7.3 **Loss, Damage or Delay in Transit:** Our responsibility concerning all shipments ceases upon delivery to the designated transportation company as per standard F.O.B. shipping practice. Therefore all responsibility for loss, damage, and/or delay in transit rests with the buyer and the transportation company.
- 7.4 **Transportation Delivery:** A delivery date will be provided to the buyer after transportation has been arranged and should be considered an estimate based on information provided by the carrier. Georgia Oven

Company shall not be liable for failure to meet such dates or for late delivery resulting from unforeseeable and uncontrollable events such as fire, labor disputes, accidents, failure of our suppliers to deliver, government directives, or acts of nature.

7.5 Claims and Consequential Damages: Claims for errors or shortage must be made in writing within ten (10) days after receipt of goods. In no case shall the GOCI be liable for consequential or special damages.

7.6 F.O.B. Point: All sales are F.O.B. Alpharetta Georgia, unless otherwise specified.

8.0 Factory Acceptance Testing & Field Services:

- 8.1 GOCI Final Acceptance Test:** A standard 2-day agreed Factory Acceptance Test (FAT) will be held at the GOCI facility in Atlanta. The FAT will also include basic start-up and operation training. Witnessing this FAT is optional but is recommended. If customer chooses not to witness the FAT then the results will be provided electronically for review. Buyers will be allowed 5-days to review any non witnessed FAT before storage fees will be applied per *Section 5.0 Line 5.2*.
- 8.2 FAT Document:** Details on the agreed FAT document will be made available for a required signature by an authorized buyer agent. Changes or modifications resulting from the FAT may incur charges and are subject to the procedures in *Section 6.0*
- 8.3 On-Site Training & Set-Up:** This service is available to the buyer in order to ensure that the equipment is properly connected and operating within the parameters in which it was designed. It is also meant to train and inform operators, engineers and others affiliated with the operations of the equipment. The standard outline for this service will be made available prior to the arrival of the GOCI technician. In no way is this service used for process development. Additional charges for on-site process development must be submitted for approval and agreed upon in writing before the arrival of the GOCI technician.
- 8.4 Field Service:** Field Service is available from GOCI, and personnel will be provided based on our production schedule availability, quoted at time of request. GOCI must authorize service during warranty periods. If the work is under warranty, buyer will be required to pay all travel expenses for factory personnel to repair the warranted items. If found that the problem was not caused by GOCI and/or not covered under warranty, buyer agrees to reimburse GOCI for any and all additional charges incurred.

9.0 Warranty

- 9.1 Defects & Workmanship** - All parts and/or equipment manufactured by GOCI are free from defects in material and workmanship, which would render it unfit for normal and recommended use. The parts and/or equipment are warranted for a period of one (1) year from date of shipment.
- 9.2 Component Warranties** - purchased components and items incorporated as part of the GOCI equipment packages are extended through us to the purchaser. The purchaser will then deal directly with the component manufacturer. Seller warrants that the article or materials furnished shall be of good workmanship quality, free of all defects, and fit for the purposes for which they are intended.
- 9.3 Claims Procedure** - Buyer shall notify GOCI in writing, of the claimed defect. Upon receipt of this information, GOCI will provide a authorization if GOCI deems it appropriate – written or otherwise – for the part to be returned.
- 9.4 Warranty Period** - If any parts fail within the one (1) year warranty period, buyer shall return the parts to GOCI transportation prepaid. GOCI will repair or replace products at our option. Returned warranty parts will be returned to customers F.O.B.; Alpharetta, Georgia. Buyer is responsible for shipping, customs clearance and other related charges.
- 9.5 Warranty Inspection** - If, after inspection, GOCI determines that the defect is a result of customer modification, mishandling, etc., GOCI will notify customer of its findings in writing. If customer authorizes the repair to take place, all necessary materials, labor, and other expenses shall be charged to customer at GOCI repair rates.
- 9.6 Damages** - In no event shall GOCI be liable under this Warranty and Terms and Conditions or any other provision of this document for any anticipated or lost profits, incidental damages, consequential damages, time charges, or any other losses incurred by the original purchaser and/or any subsequent purchaser or any third party in connection with the purchase, installation, repair, or operation of equipment, or any part thereof, covered by this warranty and terms and conditions or otherwise. GOCI makes no warranty express or implied, including without limitation any warranties of fitness or of merchantability, as to any other manufacturer equipment, whether sold separately or in conjunction with the equipment or our manufacture. GOCI does not authorize any representative or other person to assume for us any other liability in connection with equipment, or any part thereof, covered by this “Warranty and Terms and Conditions.

9.7 Consumables - All items and components that are normally considered as consumable as defined in the Replacement Parts List provided in the Users Manual, are excluded from this warranty.