

**Pfeiffer Vacuum
Valves & Engineering**
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PV V&E TERMS AND CONDITIONS OF SALE

TERMS: Nor-Cal Products, Inc dba Pfeiffer Vacuum Valves & Engineering (hereafter "PV V&E") payment terms are net 30 days from the invoice date once credit has been approved. Otherwise, the terms are C.O.D. Most major credit cards are accepted. If payment in full is not received within 30 days, a late charge of 1.5% per month may be added to the unpaid balance. Discounts may be revoked if an account is not paid within the terms stated.

CONDITIONS OF SALE:

PRICING, DIMENSIONS & SPECIFICATIONS: To meet the changing needs of our customers, we periodically make design revisions in our standard product lines. As a result, the dimensions, pricing, and specifications are subject to change without notice. International pricing may also vary.

SPECIAL TOOLING: Products ordered to non-standard specifications should state specification requirements in detail. A fee for special tooling may apply. On request, test report(s) and/or certification(s) can be supplied at additional cost.

MINIMUM ORDERS: The minimum domestic order to be processed is \$40. The minimum international order is \$100.00.

QUANTITY PRICING: Quantity pricing is valid on single shipments only.

AVAILABILITY: Our inventory is updated automatically, but there is always a possibility that an item may be unavailable or sold out. If this occurs, customers are notified as soon as possible and alternative options are offered if available.

PACKAGING: The factory will determine the most cost-effective method to package items for shipment. A \$5.00 USD per cardboard box charge will be applied to all orders with a maximum charge of \$25.00 USD per shipment. Large products requiring a wooden crate will be charged an amount consistent with fabricating the necessary crate.

FOB POINT: All orders ship FOB Yreka from 1967 S. Oregon, Yreka, California, 96097, USA, unless quoted otherwise.

LOST OR DAMAGED ITEMS: PV V&E does not assume responsibility for items lost or damaged in transit or for

any direct or indirect damages incurred. Shipping damages are to be handled by the customer. PV V&E will provide the shipping company's tracking number and contact information as needed. All items are purchased at the customer's risk.

EXPORTED COMMODITIES: US Export Administration Regulations must be followed. Diversion contrary to US Law is prohibited.

RETURN POLICY: An RMA (Return Materials Authorization) Number must be obtained from PV V&E before returning any merchandise. The RMA Form can be found under SUPPORT in the footer of all web pages at www.n-c.pfeiffer-vacuum.com. To expedite the assignment of an RMA number, complete the form online and submit it online. You may also print and email the completed form to rma.us@pfeiffer-vacuum.com to the attention of the RMA Coordinator. All claims must be made within 30 days from receipt of shipment. PV V&E reserves the right to refuse the return of non-stocked items. A twenty-five (25%) percent restocking fee may be charged.

PV V&E shall incur no liability for damage, shortages, or other cause alleged to have occurred at or before delivery to the carrier unless the buyer has entered full details thereof on its receipt to the carrier. Products over 60 days old from the date of shipment will not be accepted for return. PV V&E must be allowed time to investigate all returns.

CANCELLATION AND RESCHEDULING POLICY: Any request by customers to reschedule or cancel in total or part of any purchase order must be approved at the sole discretion of Nor-Cal Products, Inc dba Pfeiffer Vacuum Valves & Engineering and shall be subject to the following conditions. PV V&E must receive written notice of Request for Cancellation or Rescheduling, stating the reasons.

The customer shall be liable for payment of the following charges to PV V&E in the event of Cancellation or Rescheduling: For all charges incurred (including overhead, G&A, and profit) prior to the date that PV V&E receives notice of cancellation for all parts peculiar to the customer's requirements. Upon payment by the customer of these charges, such parts become the property of the customer, PV V&E will store said parts for a reasonable period of time pending the receipt of the customer's instructions for disposition. Such storage is at the customer's risk and may be subject to storage charges if stored by PV V&E for longer than 30 days from the cancellation date, plus charges to convert modified standard parts for return to PV V&E's inventory, plus a restocking charge of twenty (25%) percent of the purchase price of the canceled item.

WARRANTY

Products manufactured by PV V&E are warranted against defects in material and workmanship for a period of twelve (12) months from the date of shipment from PV V&E to the buyer. Any modification to the product by the buyer or their agent voids this warranty. Liability under this warranty is expressly limited to the replacement or repair (at PV V&E's option) of defective parts. PV V&E may discharge its warranty as to any of its products at any time by refunding the purchase price and taking back the products. This warranty applies only to parts manufactured and labor provided by PV V&E under valid warranty claims received by PV V&E within the applicable warranty period and shall be subject to the terms and conditions hereof. Expendable items such as tubes, heaters, sources, bellows, etc., by their nature, may not function for one year; if such items fail to give reasonable service for a reasonable period of time, as determined solely by PV V&E, they will be repaired or replaced by PV V&E at its election.

All warranty replacement or repair of parts shall be limited to equipment malfunctions which, in the sole opinion of PV V&E, are due or traceable to defects in original materials or workmanship. Malfunctions caused by abuse or neglect of the equipment are expressly not covered by this warranty. PV V&E expressly disclaims responsibility for any loss or damage caused by the use of its products other than in accordance with proper operating and safety procedures. Reasonable care must be taken by the user to avoid hazards.

The buyer shall give PV V&E prompt notice of any claim under this warranty. If PV V&E, in its sole discretion, determines that the product does not conform to this warranty, PV V&E shall replace or repair the product free of charge. If such replacement or repair is not feasible, PV V&E may refund the purchase price at its sole option.

In-warranty repaired or replacement parts are warranted only for the remaining unexpired portion of the original warranty period applicable to the parts which have been repaired or replaced.

After the expiration of the applicable warranty period, the buyer shall be charged at PV V&E's then-current prices for parts and labor plus transportation.

Except as stated herein, PV V&E makes no warranty, expressed or implied (either in fact or operation of law), statutory or otherwise; and, except as stated herein, PV V&E shall have no liability for special or consequential damages of any kind or from any cause arising out of the sale, installation, or use of any of its products. Statements made by any person, including representatives of PV V&E, which are inconsistent or in conflict with the terms of this warranty shall not be binding upon PV V&E unless reduced to writing and approved by an officer of PV V&E.

This warranty shall not extend to any product that in PV V&E's judgment, has been affected by damage or wear resulting from operations performed after the sale or misuse, abrasion, negligence, accident, tampering, faulty installation, inadequate maintenance, damage, or casualty.

DISCLAIMER OF WARRANTY: PV V&E MAKES NO WARRANTIES WITH RESPECT TO THIS SALE, WHETHER EXPRESSED OR IMPLIED, EXCEPT AS STATED HEREIN; PV V&E MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF REMEDY AND DAMAGES: THE EXCLUSIVE REMEDY OF THE BUYER WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED HEREIN SHALL BE THE REPLACEMENT OR REPAIR OF SAID PRODUCTS, OR THE RETURN OF THE PURCHASE PRICE, AS SET FORTH UNDER "WARRANTY". EXCEPT AS HEREIN PROVIDED, EVERY FORM OF LIABILITY FOR DIRECT OR CONSEQUENTIAL DAMAGE FOR LOSS ARISING FROM CONTRACT, TORT, OR OTHERWISE IS EXPRESSLY EXCLUDED AND DENIED, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGES TO BUILDINGS, CONTENTS, PRODUCTS, OR PERSONS.

FINAL AGREEMENT: This writing is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms of their agreement. Any subsequent modification or amendment may be made only in writing and signed by both parties.

(REV:12/2022)