
The conditions of this sale will be deemed to supersede any of your terms and conditions which conflict herewith or which amplify our obligations in reference to the subject covered herein.

Terms: F.O.B. Jennersville, PA
Product: Net 30 days
Repairs and tools: Payable on presentation of invoice.

Cash Discount: Product: 1% for payment within 10 days from date of invoice.
Repair and Tool: No Cash Discount

Escalator Clause: The quoted prices are our current prices but all orders are accepted with the understanding that they will be billed at our prices in effect at the time of shipment.

Delivery: We assume no liability for delays in delivery caused without our negligence or by occurrence beyond our control. In no event will our liability for delays include consequential or punitive damages.

Warranty: We will replace, within one year of shipment from our factory, all Sensing Edges and Accessories except the ME123-2U which will be replaced within two years of shipment. This warranty applies to any sensing edge subject to normal use which is found to have defective materials or workmanship, as determined solely by our authorized factory representative. This warranty is void where evidence of misuse or abuse is present. This warranty covers repair or replacement of the purchased product only; product installation/labor charges are not covered. Miller Edge manufactures its product to meet stringent specifications and cannot assume responsibility for those consequences arising from improper installation or misuse. Installation instructions and testing procedures provided by Miller Edge must be followed for proper operation and maintenance.

Tools: Tools, molds or dies made especially for you and charged to you, will be deemed your property and will be held for your exclusive benefit. Such tools, molds and dies shall not, however, be removed from our plant as long as they will remain in use. We shall assume responsibility for their proper repair and upkeep, however, and anything herein above to the contrary notwithstanding, we reserve the right to dispose of them upon such terms and conditions as we in our sole discretion may determine, should their use not be required by you for any period in excess of two (2) years.

Patents: With respect to any device or equipment of our standard manufacture, we shall, at our own expense, defend you (but not your assigns, vendees or users of such devices or equipment) in any action brought against you in any court of competent jurisdiction alleging direct infringement of any United States patent by reason of your sole or normal use of such device or equipment per se: and we shall pay any final award of damages assessed against you in any such suit to the extent that such allegations are sustained: provided you promptly notify us of any such charges of infringement or the filing of any such suit and provided further that you give us full and exclusive control of the defense of such suit.

Packing: Our commercial containers and standard packaging.

Collateral Promises: There are no representations, warranties or conditions expressed or implied, statutory or otherwise, except those herein contained and no agreements or waivers collateral hereto shall be binding on either party unless in writing and signed by you and accepted by us at our Jennersville office.

Changes By You: It is understood that the price herein is subject to adjustments by us in the event of changes by you in specifications, quantities or delivery requirements after our acceptance of your order.

Termination: We will require payment of reasonable charges for cost incurred by us resulting from your termination or reduction of this order.

All payments (or the maximum legal interest rate, if lower) shall be due thirty (30) days from the date of this invoice, interest or overdue payments will accrue at the rate of 1 1/2% per month and the amount of such interest shall be added to the balance due hereunder, in addition, buyer agrees to pay all attorney's fees, court costs or other expenses incurred by us in collecting such amounts.