



A Gorman-Rupp Company

American Machine & Tool Co., Inc. of Pa (herein "AMT")
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Phone: (610) 948-3800
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www.amtpump.com

General Information

SALES POLICY: AMT products are sold through our established Distributors. We do not sell direct to the consumer or organizations not entitled to trade recognition.

MINIMUM ORDER: We appreciate your order; however, all orders are subject to a minimum \$35.00 net invoice charge (excluding freight).

PRICES: Prices are subject to change without notice. All orders accepted are subject to prices in effect at time of shipment.

PAYMENT TERMS: Terms, upon establishment of credit, are net 30 days. Past due accounts may be subject to a service charge of 1.5% per month.

PAST DUE ACCOUNTS: AMT reserves the right to withhold open account shipments on any past due account. Invoices are considered past due after thirty (30) days.

SHIPPING INSTRUCTIONS: All shipments will be made F.O.B. the factory. Where instructions for shipment do not appear on the order, the shipment will be made according to our best judgment.

PRODUCT REVISIONS: AMT reserves the right to discontinue, change or improve its products or any portions thereof without being obligated to provide such a change or improvement for units sold and/or shipped prior to Such a change or improvement.

LEAD TIME: Products designated "Off-the-Shelf" will normally be shipped within 24 hours of receipt of a non-cancelable purchase order.

STANDARD LEAD TIME: Lead time is two weeks for all non "Off-the-Shelf" product.

VIP SHIPMENT: Requests for next day shipment of non "Off-the-Shelf" items are subject to a specific model surcharge per unit ordered noted in the respective price book page.

All purchase orders must be submitted via hard copy sent to AMT customer service by fax, EDI or mail.

RETURN GOODS POLICY: Goods shall not be returned without a return goods authorization number (RGA) issued by AMT customer service.

ORDER CHANGES BY CUSTOMER: Orders in process may not be changed except with written consent and may be subject to special charges.

12 MONTH LIMITED WARRANTY

EXTENT AND DURATION OF LIMITED WARRANTY

Coverage: American Machine and Tool Company (herein "AMT") or IPT Pumps by Gorman-Rupp (herein "IPT") or Gorman-Rupp Industries Division of The Gorman-Rupp Company, Patterson, or The Gorman-Rupp Company (herein referred to as "G-R Unit") each individually warrants that its products and parts shall be free from defects in material and workmanship for twelve (12) months from the date of purchase by the original end user when installation is made and use and maintenance is performed in accordance with the G-R Unit's recommendations.

covered under this Limited Warranty is defective in materials or workmanship, the G-R Unit shall repair or replace the defective or nonconforming product or part without charge, whichever the G-R Unit chooses.

EXCEPTIONS

(A) This Limited Warranty shall not apply to mechanical seals in AMT and IPT pumps and the following products and parts: engines, motors, trade accessories and all other products, components, parts and materials not manufactured by the G-R Units.

2. To obtain the above remedy:

- a) Immediately notify the G-R Unit upon discovery of the claimed defect in materials or workmanship and provide the serial number or date code of the product and/or part(s) or provide the G-R Unit with the invoice or bill of sale referencing the product by no later than the expiration date of the warranty period.
b) The G-R Unit will advise whether inspection will be necessary and how and whether repair or replacement will be made.
c) Return Goods Authorization Requirement: No product will be accepted for return or replacement without the prior written authorization of the G-R Unit.

LIMITATIONS

THE G-R UNITS' SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THEIR PRODUCTS AND PARTS IS THIS LIMITED WARRANTY. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.

3. Damages: The G-R Unit's liability for damages for breach of this Limited Warranty shall not exceed the amount of the purchase price of the product or part(s) in respect to which Such damages are claimed. IN NO EVENT SHALL THE G-R UNITS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES FOR BREACH OF THIS LIMITED WARRANTY.

EXCLUSIVE REMEDY AND DAMAGES

The sole and exclusive remedy for breach of this Limited Warranty by a G-R Unit, and the entire extent of its liability for Such breach or for damages arising from the use of the products and parts covered under this Limited Warranty, shall be as follows:

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

- 1. Repair or replacement: If inspection shows that any G-R Unit product or part