



A.V.W. Equipment Co., Inc.

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Manufacturers of Automatic Car Wash Equipment

STANDARD TERMS AND CONDITIONS

- 1. EXCUSE OF PERFORMANCE.** A.V.W. may, at its sole discretion, without liability, delay performance so long as cause exists, or cancel its obligations entirely, if it is unable to perform its obligations due to circumstances beyond its reasonable control including, but not limited to: Acts of God (earthquake, flood and severe weather); casualty (fire, accident, destruction of facilities); political turmoil (war, invasion or act of foreign enemies, government sanction or seizure); terrorism; failure of supply (embargo, broad material shortages); civil unrest (riot, civil disobedience, obstruction of transportation, work stoppage, labor strike or dispute); and interruption, or destruction or failure of utilities (electrical power, land-line and cell-based communications).

A.V.W. reserves the right of first refusal to commit to a revised performance schedule acceptable to the customer or equivalent to an alternative source by means of self-fabrication or procurement of goods comparable to the goods originally compiled by A.V.W. or the goods offered by the alternative source. The inability by A.V.W. to make or meet a revised commitment shall release the customer from all other obligations with the exception of paying for goods already fabricated and available for delivery, and services rendered.
- 2. LIMITED LIABILITY.** A.V.W. shall not be liable for any injury, loss, or damage, direct or consequential, arising out of the use or inability to use any equipment fabricated to order by A.V.W. It is the customer's sole responsibility to determine fitness of purpose for the parts and equipment in the customer's application and facility prior to use. The customer assumes all risk in connection with said use.
- 3. LIMITED WARRANTY.** All products manufactured by A.V.W. are warranted against defects in workmanship. A.V.W. further warrants that any parts which within (90) days after installation at the purchaser's site are determined by A.V.W. to be defective will be, as the exclusive remedy, repaired or replaced at A.V.W.'s option provided that the equipment was properly maintained and subject to normal use. Any warranty claims for components which are not manufactured by A.V.W., but procured from a separate manufacturer, shall be discharged according to the warranty evaluation and terms of the separate manufacturer.
- 4. RETURN POLICY.** AVW will accept unused items for a return, within 90 days of shipment. Excludes items sold as a component of an assembly, custom-made, modified parts, or electronic parts. Credit and/or replacement will be issued upon AVW discretion. Used parts may only be returned for credit in the event of manufacturer defect. All parts returned, may be subject to a 20% restocking fee (minimum restocking fee of \$30). OEM manufactured parts are subject to OEM warranties, exclusions, and limitations. All parts must be packaged to prevent damage during transit, which would void any claim. Customer is responsible for all shipping and/or freight cost on all returned item(s) and for shipping and/or AVW inspection. Parts received at AVW without an RGA number visible on the outside of packaging will be refused, restocked, or discarded with no credit given. An RGA number will only be assigned after an RGA Application Form is filled out, submitted, and approved for processing by A.V.W. RGA claims are valid for up to 30 days from date of issue and all items must be returned within this timeframe.

5. **SHIPPING AND HANDLING.** Standard freight terms, including transfer of possession, for all A.V.W. goods are F.O.B. shipping point, prepaid and added to the invoice. All freight amounts quoted prior to actual billing by the freight carrier are estimates only and are not binding. The customer may elect to arrange its own shipping at its own expense and risk. A.V.W. may charge a handling fee in addition to freight for packaging expenses including, but not limited to, pallets, banding, shrink wrap, and other materials and labor required to make the freight acceptable for pickup, whether arranged by A.V.W. or the customer.

6. **PRICING.** Prices are subject to change without notice. Customers will have 90 days from the date of the Quote to review/accept quoted prices and to remit their deposit per the Payment Terms specified below. Failure to accept a Quote and remit a deposit within the 90-day period will require a new quote to be generated with prevailing pricing as of that date. Upon order acceptance (or signed Acknowledgement) and receipt of deposit the customer will have an additional 90 days to take delivery of the order at quoted prices. Any portion of the order shipped after this 90-day period will be invoiced at prevailing pricing as of the date of shipment.

7. **GENERAL PAYMENT TERMS.** For all orders over \$10,000:

1. A 50% deposit payment of the total order value must be received upon order acceptance and prior to the start of manufacturing. Orders will not be accepted and put into production without a deposit.
2. The balance of 50% of the total order value must be received prior to shipment. A delay in payment remittance may result in shipment delays and additional charges for storage/warehousing.

Customers on prepayment terms are required to remit payment in full upon order acceptance. Please contact accounting@avwequipment.com for payment remittance instructions.

8. **ARBITRATION AND CHOICE OF LAW.** Any dispute arising out of or relating to this agreement or transaction or the breach thereof shall be finally and exclusively resolved by arbitration under the rules of the American Arbitration Association then in effect, under and according to the laws of the State of Illinois.

9. **CANCELLATION OF ORDERS.** Customer/Purchaser hereby agrees and accepts that any cancellations of orders, for any reason, is subject to any and all expenses incurred by A.V.W. including, but not limited to, costs of equipment, labor, shipping as well as miscellaneous costs and expenses.