

**POLICIES TERMS AND CONDITIONS**

**GENERAL:**

All orders must be accompanied by a signed POLICIES, TERMS AND CONDITIONS form. No order will be processed or shipped prior to properly executed return of this document. The parties agree that this sales contract was made at the address of the seller and that any dispute that arises hereunder be subject only to the jurisdiction of the Courts of Pennsylvania and in accordance with the laws of Pennsylvania. For the purpose of this document where mentioned, CNT Motion Systems, Inc refers to CNT Motion Systems, Inc a Division of CNT Fixture Company, Inc., a Pennsylvania based Corporation.

**PAYMENT POLICY:**

CNT Motion Systems, Inc requires 50% deposit with order. The balance can be paid one of two ways: (1) 30% can be paid before shipment and 20% balance can be paid at the time of installation and training. (2) 50% balance can be paid before shipment if no installation and training is required. As another option, CNT Motion Systems, Inc offers third party equipment leasing. The lease Agreement shall commence prior to shipment. See also, Order Entry Policy.

**SHIPPING POLICY:**

CNT Motion Systems, Inc offers four shipping options:

1. Freight prepaid on CNT Motion Systems, Inc chosen carrier with a 28% percent discount off the base rate.
2. Freight collect on customer's chosen carrier.
3. Freight arranged by, and paid for by customer.
4. Customer pickup at CNT Motion Systems, Inc manufacturing facility.

All damage during shipment is the sole responsibility of the carrier, the customer should file a claim with the carrier's cargo claims department. Incorrect shipments: If shipment received does not correspond with purchase order, notify the factory immediately. Hold incorrect items until return shipping instructions are received from CNT Motion Systems.

**CUSTOMER SUPPLIED ITEMS:**

CNT Motion Systems, Inc does not warranty customer-supplied systems, including but not limited to computers, spindles, accessory heads or any hardware or software that may conflict with the CNT Motion Systems, Inc system.

**ORDER ENTRY & RETURN POLICY:**

**CNT Motion Systems, Inc will begin order entry procedures upon the following three conditions: (1) Receipt and acceptance of signed POLICIES, TERMS AND CONDITIONS (2) Customer supplied purchase order (3) 50% Deposit and or Approved third party Lease. To further expedite the order and to avoid additional charges, customer should advise CNT Motion Systems, Inc of customer TAX EXEMPT IDENTIFICATION NUMBER, and, or STATUS.**

CNT Motion Systems, Inc will then begin making machines on a first in, first out basis. CNT Motion Systems agrees (barring any unforeseen circumstances, i.e. catastrophic loss of property by an act of God or sudden unavailability of parts by suppliers etc.) to have order ready for shipment within forty-one (41) working days from receipt of said agreement forms unless otherwise agreed upon by both CNT Motion Systems, Inc and customer.

Alternative date for delivery: \_\_\_\_\_ (Days ) (Date ) (N/A ) Check One

CNT Motion Systems, Inc Initial Here \_\_\_\_\_ Customer Initial Here \_\_\_\_\_

Custom design, or special order items check here ( ) If this block is checked, another attachment to this agreement applies and must accompany this agreement.

If payment is not received by CNT Motion Systems, Inc within the specified forty-one (41) working day (or alternative date) time frame, CNT Motion Systems, Inc will send by certified letter a NOTICE OF INTENT. Such notice will request that payment in full be made within seven (7) days commencing from the end of the expiration date of the original forty-one (41) working days (or alternative date). If payment in full is not received by CNT Motion Systems, Inc by the end of this forty-one (41) working days (or alternative date) + seven (7) day period, CNT Motion Systems will at its own discretion cancel the order with the original buyer and sell said machine to the next customer in the order entry queue. Original buyer will then have the opportunity to reorder machine and be put in the first in, first out order entry queue again. Buyer would still be subject to all of the CNT Motion Systems, Inc POLICIES, TERMS AND CONDITIONS.

CNT Motion Systems, Inc will accept payment in full at anytime prior to the forty-one (41) working day (or alternative date) time frame. If customer makes payment in full or in part within this forty-one (41) working day (or alternative date) period and does not have machine shipped from CNT Motion Systems, Inc facilities within seven (7) days from expiration date of original forty-one (41) working days (or alternative date), said buyer will have the option to cancel (via certified mail only) order and receive all moneys that have been paid to CNT Motion Systems, Inc. Such notice will relieve CNT Motion Systems of any and all civil liabilities or claims of the buyer.

**EXPRESS WARRANTY & REPAIR:**

CNT Motion Systems, Inc warrants that it is owner of the goods covered by this agreement and that there are no liens, claims, or encumbrances of any kind against the goods. CNT Motion Systems, Inc further warrants all components manufactured by it against defects in workmanship, materials and construction when used under normal operating conditions and in accordance with provided specifications for a period of one (1) year from the date of delivery by carrier to purchaser. CNT Motion Systems, Inc will repair or replace, at its option, any of its products found to be defective during the warranty period provided all defective parts are returned to CNT Motion Systems, Inc with a return authorization number with freight prepaid. These warranties are for the benefit of the buyer herein and are not extended to any resale purchase.

**PURCHASER'S WAIVER OF IMPLIED WARRANTIES & LIABILITIES**

**CNT Motion Systems, Inc LIABILITY IS LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT WITHIN THE WARRANTED PERIOD AND PURCHASER EXPRESSLY, BY ITS SIGNATURE HEREON, WAIVES ANY CLAIM FOR ANY CONSEQUENTIAL, INCIDENTAL OR DIRECT DAMAGE OR EXPENSE ASSOCIATED WITH THE WARRANTED PRODUCT. ANY CNT Motion Systems, Inc PRODUCT WHICH IS DAMAGED DUE TO MISUSE, ABUSE, NEGLIGENCE, ACCIDENT, IMPROPER INSTALLATION, OR WHICH HAS BEEN MODIFIED OR DISMANTLED WITHOUT THE KNOWLEDGE AND CONSENT OF CNT Motion Systems, Inc IS NOT COVERED BY WARRANTY OF FITNESS. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.**

**CUSTOMER'S SIGNATURE:** \_\_\_\_\_

\_\_\_\_\_ TITLE

\_\_\_\_\_ DATE

\_\_\_\_\_  
PLEASE PRINT NAME HERE