

VALIDITY – Quotations shall be considered current if outstanding no more than ninety (90) days from date of quotation, unless otherwise stated on quotation.

FREIGHT POLICY – Shipments of products, unless otherwise stated, is EX WORKS PORTEC'S factory. Written claims for damage in shipment should be made against the carrier. Written claims for shortages should be made against the carrier, specifically if there is evidence of shipping carton/container damage and/or if according to the shipping records there is a discrepancy in numbers of containers shipped versus numbers received. Also see Exceptions paragraph 4.

Only in a situation where the container(s) shipped have been received in good condition, checked for physical content, and signed for verification within three days of delivery, and if such shortage has been found, and if PORTEC is notified in writing within 10 days upon receipt of order, PORTEC will establish that there was or was not a shortage. If a shortage is determined, PORTEC will provide the customer with the product/parts at PORTEC'S expense and shall ship F.O.B. as stated in the freight policy. If no shortage is determined, or if others than PORTEC caused the shortage, the claim shall be deemed invalid and it shall be the responsibility of the customer to arrange payment to PORTEC to fill the requirements of the deficiency.

PRICE ACCEPTANCE – The prices quoted herein are based on the quantities specified. Any change in quantities may affect quoted price. All orders are subject to acceptance at PORTEC'S factory. Any expense incurred by PORTEC as a result of cancellation or the making of any change will be included in PORTEC'S invoice unless prior waiver of such expense is obtained from PORTEC.

SHIPMENTS – Quoted Shipment dates are subject to change, without liability for delays beyond PORTEC'S control.

TERMS OF PAYMENT – Invoices are payable net cash 30 days, unless otherwise noted. There will be an interest charge of 1-1/2% per month for all payments received after 35 days. International (**except Canada**) orders are shipped against confirmed irrevocable letters of credit. All payments shall be in U.S. dollars. If the financial responsibility of a purchaser becomes impaired or is unsatisfactory, or if credit is not established, PORTEC reserves the right to request payment in advance or satisfactory guarantee that invoices will be paid promptly when due.

QUALITY ASSURANCE – All of its manufactured products are subject to PORTEC'S Warranty for material and workmanship.

GENERAL – Terms, conditions, and product specifications are subject to change without further obligation to PORTEC.

LIMITED WARRANTY ON NEW EQUIPMENT – PORTEC provides a Limited Warranty that warrants the material and workmanship of its manufactured products, with exceptions noted, for a period of sixty (60) months beginning one month from the date of shipment from PORTEC'S factory, according to recorded serial numbers. Warranty is voided immediately if non-original (not Portec OEM) replacement parts are used during the warranty period.

Within the stated warranty period, any material or workmanship showing defects will be repaired or replaced provided PORTEC is given written notice within 30 days after failure, and a willingness is expressed to submit the product to PORTEC, and if PORTEC authorizes the return of the product, and the product is returned. This warranty does not cover against normal wear of parts or materials. Also see exceptions. Warranty parts are

supplied via EX WORKS PORTEC'S factory and unless PORTEC makes express agreement, the purchaser shall bear the expense of installation. PORTEC reserves the right at any time to supervise or install any part of replacement, or supervise adjustment incident to satisfactory operation of equipment. *A possible Warranty PO for parts and/or service may be required prior to shipping parts or exercising warranty labor.*

ITEMS IDENTIFIED AS COMPONENT AND REPLACEMENT PARTS – PORTEC OEM parts are warranted for a period of one (1) year from the date of shipment from the PORTEC Factory. This warranty on parts will cover only defects in workmanship or material. The warranty *does not cover the costs of the installation of such parts unless authorized by the designated PORTEC representative.*

Unauthorized returns, modifications, additions or variations, from procedures and information contained in PORTEC'S Owner's Manuals, and Product Data bulletins, or any misuse, negligence, accident, product jam, or loading beyond rated capacity invalidates this warranty.

EXCEPTIONS:

1. Because of varying operating conditions, all belting supplied will necessarily be subject to manufacturers' warranty rather than that of PORTEC.

2. Some OEM equipment including motors and gear reducers will be subject to the manufacturer's warranty, not PORTEC'S. PORTEC Customer & Product Support will provide assistance in contacting the proper manufacturer's representative. If a replacement is provided from PORTEC stock, a Possible Warranty PO must be provided. If the warranty is deemed invalid and PORTEC is not reimbursed for the warranty claim, the PO will be exercised.

3. PORTEC further reserves the right to void its warranty where final destination and specific application are withheld; product is improperly installed or maintained by others; product is modified without the consent from the designated PORTEC service representative; product is improperly protected against hazards and adverse environmental conditions during storage prior to or during installation; and/or product is used for applications/conditions other than indicated upon placement of order.

4. Customer requests to have conveyors shipped with drives mounted: PORTEC INC. will make every effort to secure and support drive packages for shipment when mounted to the conveyor to avoid damage in transit. However, due to potential mishandling by the carrier or the unloading process, we cannot warrant parts and/or labor on damage(s) to shafts, bearings and frame when product is shipped with drives mounted. We will assist the customer in placing any claims with the carrier or other parties for the repair and replacement costs associated with any damage that may be the result of shipping conveyors with drive assemblies mounted.

The foregoing warranty is exclusive and in lieu of all other warranties whether written, oral, or implied (including any warranty of merchantability or fitness for any purpose). Under no circumstances shall PORTEC be liable for incidental or consequential damages. The foregoing warranty cannot be changed except by written authorization signed by an authorized PORTEC representative, and no attempt to repair or promise to repair or improve PORTEC products by any other representative of PORTEC shall change or extend said warranty in any manner whatsoever.