PS-178 Terms & Conditions

VALIDITY – INTERROLL ENGINEERING WEST, INC. (IEW) (f.k.a. Portec, Inc.) quotations shall be considered current if outstanding no more than ninety (90) days from date of quotation, unless otherwise stated on quotation.

FREIGHT POLICY – Delivery of products, unless otherwise stated, is EX WORKS IEW’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 IEW is notified in writing within 10 days upon receipt of order, IEW will establish that there was or was not a shortage. If a shortage is determined, IEW will provide the customer with the product/parts at IEW’S expense and shall ship F.O.B. as stated in the freight policy. If no shortage is determined, or if others than IEW caused the shortage, the claim shall be deemed invalid and it shall be the responsibility of the customer to arrange payment to IEW 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 IEW’S factory. Any expense incurred by IEW as a result of cancellation or the making of any change will be included in IEW’S invoice unless prior waiver of such expense is obtained from IEW.

ORDER ACCEPTANCE – New Equipment orders are accepted and considered firm as of 3-days from the date of the written acknowledgement. Should changes to the order be required after 3 days, additional charges may be required. Part Sales orders are considered firm as of the date of the written acknowledgement. Changes after the acknowledgement date may require additional charges.

CUSTOMER RESPONSIBILITY - The customer is responsible for product transfer at the entry and the discharge ends of the conveyors or chutes, and for all installation, wiring, and controls.

All Customer-SupPLIED Products (CSP) require a minimum on-site date at IEW’s dock of 14-days prior to confirmed factory ship date and must be received with the IEW assigned CSP number.

SHIPMENTS – Quoted Shipment dates are based on standard delivery times and are subject to change at time of order, without IEW incurring liability for delays.
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. 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, IEW 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 IEW’S Warranty for material and workmanship.

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

LIMITED WARRANTY ON NEW EQUIPMENT – IEW provides a Limited Warranty that warrants the material and workmanship of its manufactured belt products, with exceptions noted, for a period of twenty-four (24) months after installation or up to sixty (60) months from the date of shipment from IEW’S factory, whichever comes first. All dates based on recorded serial number information. Warranty is voided immediately if non-original (not IEW 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 IEW is given written notice within thirty (30) days after failure, and a willingness is expressed to submit the product to IEW, and if IEW 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 IEW’S factory and unless IEW makes express agreement, the purchaser shall bear the expense of installation. IEW 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 – IEW OEM parts are warranted for a period of one (1) year from the date of shipment from the IEW 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 IEW representative.

Unauthorized returns, modifications, additions or variations, from procedures and information contained in IEW’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 IEW.
2. Some OEM equipment including motors and gear reducers will be subject to the manufacturer’s warranty, not IEW’S. IEW Customer & Product Support will provide assistance in contacting the proper manufacturer’s representative. If a replacement is provided from IEW stock, a Possible Warranty PO must be provided. If the warranty is deemed invalid and IEW is not reimbursed for the warranty claim, the PO will be implemented.
3. IEW 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 IEW 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. For customer requests to have conveyors shipped with drives mounted: IEW 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, IEW cannot warrant parts and/or labor on damage(s) to shafts, bearings, and frame when product is shipped with drives mounted. IEW 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.

SPECIFIC PRODUCT NOTES OR EXCEPTIONS
1. ChuteMaster –
   - No supports will be provided for the infeed & discharge slides. Infeed/discharge slide should be supported by adjoining conveyors. Customer will provide additional support as required.
   - Customer is responsible for ensuring that doorway access is adequate.
   - Orientation of the product within the chute cannot be guaranteed.
   - Transfers into and out of the chute are the customer’s responsibility.
   - No allowance has been made for extreme environmental conditions, such as oil, moisture, temperature extremes, chemicals, dust, etc., which have not been specifically identified at the time of the inquiry.
   - Products not suitable for applications requiring accumulation.
IEW provides a Limited Warranty that warrants the material and workmanship of its ChuteMaster products, with exceptions noted, for a period of twenty four (24) months beginning one month from the date of shipment from IEW’s factory. The Warranty is voided immediately if materials the chute was not designed for are conveyed down the chute.

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 IEW be liable for incidental or consequential damages. The foregoing warranty cannot be changed except by written authorization signed by an authorized IEW representative, and no attempt to repair or promise to repair or improve IEW products by any other representative of IEW shall change or extend said warranty in any manner whatsoever.