

Terms and Conditions:
KAIZEN Automation & Control, Inc.

1. All rates are net unless negotiated in advance.
2. Service will be at prevailing rates in effect at time work is performed. Standby No discount is offered for "standby" time. Standby time is herein defined as non-productive periods where the engineer and/or technician are unable to perform their work due to circumstances beyond their control, such as but not limited to: waiting for appropriate union craftsmen or plant operations personnel; availability of machinery or facilities; accessibility due to dangerous or hazardous environments. It is the responsibility of the engineer and/or technician to notify the customer if the situation is found to exist. Further, the customer will be billed at the appropriate published rate for time spent at the job site. The customer may at its discretion, send the engineer and/or technician to their lodging in order to avoid unnecessary standby time with the understanding that irregardless of the actual time spent at the job site, a minimum of 8 hours per day will be billed at the prevailing published rate.
3. Required parts and materials will be priced in accordance with the Company's current published Conditions of Sale and pricing policy.
4. To schedule on-site service, or special service requirements such as 24 hour coverage, multiple engineer startups, off-shift scheduling etc. call 864/610/9688 with as much advance notice as possible.
5. If startup assistance is negotiated as part of an order, the customer is still responsible for travel and living expenses at standard rates.
6. Cancellation: The purchaser may cancel ordering process at any time up to the point of Kaizen Automation and Control Inc. receiving the purchase order number from the purchaser. Once purchase order is in receipt and possession of KAC, Inc, the sale is final.
8. Components: All components specified by KAC, Inc. will be of industrial quality and KAC, Inc. will serve as the single source for the customer for the entire system.
9. Non Disclosure: By accepting this proposal for consideration, purchaser agrees that this proposal, descriptions and drawings provided by KAC, Inc. remain the property of KAC, and that the purchaser will not disclose to any person the concepts provided by KAC, Inc. unless for the sole purpose of evaluating the proposal. This intern does not apply if the purchaser has contracted for development of a bid package or to any concept, drawing or other data provided by the purchaser.
10. Changes: changes to the proposal as quoted must be acknowledged in writing b y KAC. Purchaser agrees by accepting this quote that he has provided all pertinent information in writing, in the form of prints and specifications, to define the requirements of the projects and that the purchaser will be responsibility for charges resulting from changes and or additions which occur at any time following acceptance of this proposal.
11. Patent Requirements: Purchaser agrees to indemnify KAC for any claims arising from patent infringements concerning the purchasers product or process and KAC will be held harmless for production of equipment at the request of purchaser.
12. Limited Warranty: KAC warrants the products used in design, installation or fabrication of automated systems or machinery to be free of defects in materials and workmanship for the period of ninety (90) days. ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. KAC, Inc. will not be liable for incidental or consequential damages arising out of any breach of warranty. KAC, Inc. liability and your remedy for any breach of warranty are exclusively limited to a). Repair of the items if defective or b). Replacement of the items with conforming items. KAC, Inc. further reserves the right to unilaterally decide which of the above mentioned options to elect when presented with a valid claim for breach of warranty. Claims for breach of warranty must be submitted in writing within ninety (90) days of receipt of the item for which the claim is made. Any claim received beyond that date is deemed waived. All manufacturers' warranties for machinery, or products purchased by Kaizen Automation and Control, Inc. are passed through to the customer.
13. Travel for engineering design work billed is portal-to-portal from Greenville, SC, including travel to and from site and living expenses.

BEFORE WORK CAN COMMENCE., YOU MUST PRINT A COPY OF THESE TERMS AND CONDITIONS, SIGN, AND FAX THEM BACK TO 864.610.9688. BY SIGNING YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD

AND HAVE ACCEPTED THE TERMS AND CONDITIONS.

Authorized Signature _____

Company _____

Phone _____

Fax _____

Email _____

Date _____ Location _____