



TERMS AND CONDITIONS OF SALE

PURCHASE ORDER:

1. Quoted prices and terms of sale are subject to credit approval.
2. A written confirming purchase order is required before orders for specials, blanket orders, etc. can be processed.
3. Please place your order with

Cross Automation
P.O. Box 1026
Belmont, NC 28012-1026
(800) 866-4568

PAYMENT TERMS AND CONDITIONS:

1. Standard payment terms are net 30 days.
2. Title to goods, and freight costs, are FOB: Origin. Losses and damages during shipment are the responsibility of the buyer. Some customers are paying insurance provided by Cross Company to offset these costs.
3. In the event of an invoice or shipment error, notification is required within 30 days.
4. Terms may not be changed without written consent of Cross Automation.
5. A service charge of 1½% per month applies to outstanding, overdue balances.

ORDER CHANGES OR CANCELLATIONS:

1. All products classified non-stock or non-returnable to our suppliers shall be non-cancelable and/or subject to a 100% restocking charge.
2. Requests to cancel existing orders, change quantities, or reschedule shipments require a minimum 30-day advanced written notification and will be evaluated based on manufacturer's policies and charges to Cross Automation.
3. Standard products may be returned for credit only with prior, written authorization and may be subject to a restocking charge.

LIMITATION OF LIABILITY:

IN ALL CASES, BUYER SHALL BE LIMITED IN ITS DAMAGES TO REPAIR, REPLACEMENT, CREDIT OR REFUND OF THE MONEY PAID FOR THESE SERVICES AND PRODUCTS, AT CROSS AUTOMATION'S SOLE OPTION AND ELECTION. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR LOST PROFITS, COST OF PROCUREMENT OR SUBSTITUTE GOODS, OR ANY OTHER SPECIAL RELIANCE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

WARRANTY:

1. Cross Company makes no warranty whatsoever; the only warranty, if any, for components and parts is that of the manufacturer. Generally, manufacturer warranties cover repair or replacement of the component at the manufacturer's discretion.

DISCLAIMER OF LIABILITY & DISCLOSURE LIMITATIONS:

1. This document contains design and manufacturing information which is the sole property of Cross Automation. This information is confidential and proprietary and may not be disclosed, reproduced, distributed or used for any unauthorized purpose without the expressed written consent of Cross Automation.