



Terms and Conditions of Sale

Offers

Unless otherwise agreed upon, prices stated in a quotation provided by GP:50 NY Ltd. are valid for 60 days from the date of the quotation.

Acceptance of order

Any purchase order, whether delivered by mail, e-mail or facsimile, should refer to a quotation in order to be accepted. All verbal orders must be confirmed in writing/email. Acceptance of the sales Acknowledgement, accepts and approves the General Terms and Conditions of Sale ("Terms and Conditions") to the exclusion of any additional or different terms appearing in Buyer's purchase order and waives any right Buyer may have to enforce any such additional or different terms. A Confirmation of Order or Invoice validates orders. Orders for custom-configured products are built to Buyer's specification and therefore may not be cancelled once the order has been confirmed by GP:50 NY Ltd.

Date of shipment

The estimated shipping date stated on the quotation is an estimate given solely for the Buyers reference and does not constitute a commitment to deliver products in accordance with that estimated ship date. Buyer may request a specific shipping date or shipping schedule. GP:50 NY Ltd. will schedule shipments based upon Buyer's request and within GP:50 NY Ltd.'s shipping capabilities at the time Buyer's purchase order is processed, at which time GP:50 NY Ltd. will issue to Buyer a formal Acknowledgment of Order that will indicate the estimated shipping date(s). After the shipments have been scheduled, Buyer may not cancel or postpone a scheduled shipment unless Buyer submits a request in writing and GP:50 NY Ltd. consents by issuing a new acknowledgment. Any request to cancel the shipment that is received more than 5 days after the Acknowledgement may be rejected as untimely or may be accepted upon payment of the cancellation charge of 60% for standard products and 90% for custom products of the sales price shown on that quotation at GP:50 NY Ltd.'s option. GP:50 NY Ltd. will use its best efforts to ship on or even before the estimated shipping dates indicated but will not be liable for any delay or failure to deliver. GP:50 NY Ltd. shall not be liable for any special, incidental or consequential damages resulting from delivery delays or inability to deliver. All goods or materials supplied by GP:50 NY Ltd. remain its property until total payment is received. All such goods and materials are at the sole risk of the Buyer and in the event of being damaged, destroyed or lost after delivery, GP:50 NY Ltd. is entitled to receive the total payment of those goods.

Price

Unless otherwise specified in the quotation, our prices are in US dollars (USD). They are exclusive of freight costs and of all state and local sales, use, excise, privilege and similar taxes. Such taxes imposed on GP:50 NY Ltd. or which GP:50 NY Ltd. has a duty to collect in connection with the sale or delivery of the products described on the quotation shall be paid by Buyer and will appear as separate items on the invoice.



Terms and Conditions of Sale

Shipment / Freight

Deliveries are F.O.B. Grand Island, NY. Title and risk of loss shall pass to Buyer upon tender of the products by GP:50 NY Ltd. to a common carrier. In absence of specific written instruction from Buyer, GP:50 NY Ltd. will select the common carrier, but GP:50 NY Ltd. shall not thereby incur any liability in connection with shipment. Buyer shall be responsible for any freight charge. Declared value for each shipment will be a maximum of \$100 regardless of the actual value of the goods, notwithstanding written instructions from the Buyer specifying a higher declared value. If the products are shipped freight prepaid, Buyer shall pay GP:50 NY Ltd. the appropriate freight charges, which will be shown as separate items on the invoice.

Payment

Terms are indicated on our Confirmation of Order and on our Invoices. GP:50 NY Ltd. will submit an invoice to Buyer for each shipment at the time of shipment. Except as otherwise provided on the quotation, Buyer shall pay the amount invoiced by GP:50 NY Ltd. within 30 days from the date of the invoice. If in the judgment of GP:50 NY Ltd. the financial condition or payment record of Buyer at any time does not justify shipment under the payment terms specified above, GP:50 NY Ltd. may refuse to ship unless it receives payment in advance, or at its option, payment upon delivery. 2% interest per month is charged on overdue accounts.

Documentation

The information given in our documentation, printed matter, data sheets and price lists is without commitment. This information specifies the product but is no warranty, unless agreed to in writing.

Warranties

GP:50 NY Ltd. warrants its products to the original customer/purchaser against defects in material and workmanship for a period of one (1) year from the date of sale by GP:50 NY Ltd., as shown in its shipping documents, subject to all of the following terms and conditions:

The product has not been subjected to abuse, neglect, accident, incorrect wiring (not provided by GP:50 NY Ltd.), improper installation or servicing, or use in violation of instructions furnished by GP:50 NY Ltd.

As to any prior defect in materials or workmanship covered by this warranty, the product has not been repaired or altered by anyone except GP:50 NY Ltd. or its authorized service agencies.

The serial number has not been removed, defaced, or otherwise changed.

Examination discloses, in the judgment of GP:50 NY Ltd., a defect in materials or workmanship which developed under normal installation, use and service.

GP:50 NY Ltd. is notified in advance of, and approves, the return; and the products are returned to GP:50 NY Ltd. transportation prepaid.



Terms and Conditions of Sale

This warranty is the only warranty and is in lieu of any other warranty expressed or implied, including any warranty or merchant ability or fitness. No representative or persons are authorized to give any other warranty or to assume for GP:50 any other liability in connection with the sale of its products. GP:50 does not assume the costs of removal and/or installation of the product or any other workmanship, nor will GP:50 be liable for any consequential damages resulting from the use or installation of its product.

In order to obtain service under the terms of the warranty, Buyer must notify GP:50 NY Ltd. of any defects before the expiration of the warranty period and make suitable arrangements for the performance of services. In all cases, Buyer shall be responsible for packaging and shipping the products to the GP:50 NY Ltd. plant with shipping charges prepaid. GP:50 NY Ltd. shall pay for the return of any products to Buyer if the shipment is to a location within the continental USA. Buyer shall be responsible for paying all shipping duties, taxes, and other charges for products returned to any other location.

Repairs

Unless otherwise requested in writing by the Buyer, all products returned to GP:50 NY Ltd. under the terms of the warranty will be checked and analyzed in order to determine the cause of the default(s) claimed by the Buyer. A report will then be submitted to the Buyer pointing out the nature of the default(s), the party responsible for the default(s) and the quotation of the repair, if needed. For further repair instructions go to www.gp50.com.

Complaints

All claims or disputes must be made in writing/email to GP:50 NY Ltd. a maximum of 60 days from receipt of goods, to include discovery of faults not previously apparent. If the warranty claims are justified, GP:50 NY Ltd. will repair, replace or issue credit at its sole discretion. No further compensation for damages will be made. Any disputes or claims of Buyer must be initiated in a proper court or other adjudicative body, as applicable, within one (1) year from the date of shipment by GP:50 NY Ltd., or its representative(s), or such claim shall be deemed invalid or expired and cannot be renewed. To the extent allowed, this limitation period shall trump any applicable statutory limitations period that may state a longer period.

Limitation of responsibility

GP:50's responsibility lies solely in the correct function of our products and does not extend to the whole system in which our products are used. Our responsibility is limited to the replacement, repair or reimbursement of the returned goods we have examined and agree are found to be defective or non-conforming. A claim must be provided in writing and received by GP:50 NY Ltd. within 60 days from receipt of goods.

FORCE MAJEURE: GP:50 shall not be liable for loss, damage, or delay, nor be deemed to be in default from causes beyond its reasonable control or from fire, strikes, floods, tornados, earthquakes, hurricanes, war, sabotage, labor difficulties, act or omission of any governmental authority, compliance with import or export regulations, insurrection, riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials or manufacturing facilities from usual sources, or from delays in the performance of its suppliers due to any of the foregoing causes. In the event of delay due to any such cause, the time for performance will be extended by a period of time equal to the time lost by reason of such delay and other affected contract provisions shall be equitably adjusted.



Terms and Conditions of Sale

Place of jurisdiction / applicable law

The contract made by acceptance of this offer shall be deemed made in the State of New York and shall be governed by and construed in accordance with the laws of that state without reference to or application of any conflicts of laws principles and without consideration of the place of execution. Buyer expressly agrees to the subject matter and personal jurisdiction of the Circuit Courts for the Town of Grand Island, New York, or the federal District Court for the Western District of New York.

Assignment

Neither this offer nor any contract resulting therefrom may be assigned or transferred in whole or in part without the prior written consent of GP:50 NY Ltd. No assignment or transfer in violation of this provision shall be valid or binding on GP:50 NY Ltd.

Attorney's fees

Upon any breach of this Agreement, the reasonable attorney's fees and costs of the substantially prevailing party, whether by litigation or settlement, shall be paid by the breaching party.