Terms and Conditions

- 1. GENERAL: All sales of products described are subject to the following terms and conditions and become part of the agreement of sale. Any alterations to be accepted only in writing by BUCHANAN AUTOMATION.
- 2. TAXES: Invoiced amount for equipment or services do not include any sales taxes. Applicable taxes are always billed as separate items.
- 3. F.O.B: All prices F.O.B. point of manufacturer of components sold by BUCHANAN AUTOMATION unless otherwise specified.
- 4. TERMS OF PAYMENT: Standard terms are net (30) days from date of invoice, upon credit approval. Any invoice not paid or partially paid will be subject to charge equal to 1.5% per month on all past due amounts commencing thirty-one (31) days after the invoice date. Buyer agrees to pay all cost of collection, including reasonable attorney's fees in the event that the seller takes action to recover payment of the unpaid amount of invoice.
- 5. ERRORS: Seller reserves the right to correct clerical errors or omissions.
- 6. TITLE OF GOODS: Passes to buyer at the time of shipment. Buyer assumes all risk of damage to, loss, or destruction of said goods. No loss, injury, or destruction of said goods shall release buyer from the terms of agreement.
- 7. DELIVERIES: Quotations of shipping dates are based on the best information available from our suppliers. BUCHANAN AUTOMATION shall not be held liable for any damage, consequential or otherwise, arising from any delay or late delivery beyond our control or the control of our suppliers.
- 8. TERMINATION: Accepted quotations and/or orders, verbal or written, are not cancellable without seller's prior written permission and with the buyer agreeing to assume a stated amount of termination charges.
- 9. SPECIAL PRODUCTS OR COMPONENTS: All orders for special products and or special components will not be considered for cancellations or return. Payments may be expected at time of order for longer lead time items.
- 10. WARRANTIES: Materials and productions manufactured by others and sold by BUCHANAN AUTOMATION will carry the respective manufacturer's product warranty with the exclusive remedy being the repair or replacement of such product proved by the purchaser to be defective. BUCHANAN AUTOMATION PASSES SUCH MANUFACTURER'S WARRENTIES ON TO ITS CUSTOMERS.
- 11. RESPONSIBILITY: The purchaser and users, alone, shall determine the suitability and fitness of the product or system for his/her intended use and assumes all risk and liability in connection therewith. The foregoing may not be altered except by written agreement signed by a duly authorized office of BUCHANAN AUTOMATION. BUCHANAN AUTOMATION shall not be liable for any consequential injuries or damages or for claims for labor, loss of profit, repairs, or transportation of other expense incident to replacement of the material and/or products sold as a component or incorporated into a system of its own design and sold as such a system for specific applications.
- 12. RETURNED GOODS: All materials to be defective shall be held subject to inspection by the seller. Claims for shortage or damaged must be presented with fifteen (15) days after receipt of goods or they will not be allowed. No returns for credit will be allowed without seller's prior permission. All returned goods must have a RMA # issued by the seller. Credit will be subject to deduction for handling, inspection, and expense incurred in restoring goods to saleable condition. All shipping charges are to be prepaid.
- 13. PRICES: Subject to change without notice.
- 14. WILL CALL: Items shipped if not picked up within seven (7) days.