WARRANTY

Products designed & built by AMC, Inc. will be warranted for a period of three (3) years from the date of shipment. This warranty does not extend to any other party other than the original buyer.

This warranty covers defects in workmanship and materials.

Products requiring warranty repair are to be returned with prepaid shipping to AMC, Inc. They will be repaired or replaced at no additional cost.

All purchased components will carry the OEM’s warranty; however, we will assist in replacement of defective parts.

AMC, Inc. will, at additional cost, provide an installation technician to supervise the buyer’s personnel if provisions for service supervision have not been specifically provided in the purchase agreement."

The end user must maintain equipment according to specified procedures in the AMC standard service manual and any OEM service manuals.

AMC will provide (1) standard equipment service manual with each system supplied, with product illustrated drawings and an AMC parts list.

The warranty is void if the equipment is subject to misapplication, misuse, neglect (including but not limited to, improper maintenance or storage), accident, improper installation, modification (including but not limited to use of unauthorized parts and attachments), repair or improper lubrication or payments are not made according to the purchase agreement.

AMC, Inc. makes no other warranty of any kind whatsoever expressed or implied.

Seller’s sole obligation under this warranty shall be limited to replacement of defective parts free of charge, Incoterms EXW. Under no circumstances shall any liability for which AMC is held responsible exceed the manufacturing cost of the items that are proven defective.

Recommended spare parts list may be compiled after design approval.
TERMS AND CONDITIONS

A. Acceptance and Governing Provisions - This writing constitutes an offer by AMC, Inc. (‘Seller’) to sell the components, systems and/or services described herein, and expires on the date specified on the quotation. Acceptance of this offer is limited to the terms and conditions hereof; and Seller hereby objects to any additional or different terms, which may be obtained in any of buyer’s forms. When accepted by buyer, this writing shall constitute the entire agreement between Buyer and Seller, and shall be governed by, and construed in accordance with, the internal laws of the State of Michigan, USA.

B. Contingencies - Seller shall have no liability for loss or damage resulting from a delay in shipping or non-performance caused by war, riots, strikes, labor disputes, fires, embargoes, serious accidents, delays in receipt of parts or materials from suppliers or subcontractors, Acts of God or any other circumstance beyond the Seller’s control. Performance by Seller hereunder is subject to change or cancellation by Seller, at its discretion, in response to any disruption of scheduled deliveries by reason of Federal laws, regulation, directives, or administrative actions relating to the national defense priority system. Seller agrees to notify Buyer promptly of any such change or cancellation. Seller shall have no liability for loss or damages resulting directly or indirectly from any change in or cancellation of any order affected as part of such a response.

C. Production Estimates - When production figures are given, it is understood that they are estimates only. Production rates and/or estimates mean only that the machine is capable of continuous operation at stated cyclic rates and the estimate may not represent actual net production to be realized.

D. Acceptance - Is to be made on the Seller’s floor subject to a reasonable pre-production run under the Buyer’s supervision. The customer shall supply a sufficient number of piece parts to AMC, Inc., F.O.B. AMC’s facility in Davisburg, MI, for machine adjustment and an acceptance run.

Acceptance at the Buyer’s facility shall involve the sign-off of a letter of acceptance provided by the seller at the time of qualification at the Seller’s plant.

Note: If the start-up option is waived by the Buyer, the letter of acceptance shall be signed at the time of machine qualification at the Seller’s facility.
E. Cancellation - Seller shall have the absolute right to cancel and refuse to complete this order if: (1) at any time Buyer fails to strictly comply with each and every term and condition governing this order, or (2) at any time the Buyer becomes bankrupt or insolvent. This order shall not be subject to cancellation by the Buyer except with Seller’s consent. In the event of any cancellation pursuant to this paragraph, Seller shall have the right to a charge for that portion of the work done on the basis of Seller’s actual cost plus fifteen percent.

F. Taxes - Sales, use, excise, property or similar taxes arising out of or relating to this order or the equipment or systems delivered hereunder are not included in the price. All such taxes are the responsibility of the Buyer. The Buyer must supply to the Seller all appropriate tax exemption certificates and documentation as may be required. The Seller shall have the right at any time to separately bill the Buyer for any such tax, which the Seller may be called to pay.

G. Parts - AMC reserves the right to review the detail and assembly prints of the Buyer’s part(s) to be processed prior to order acceptance. Additionally, AMC reserves the right to modify our design, concept, hardware, and/or processes in effort to build the most suitable system to meet your specifications.

H. Part Variability - Parts are assumed to be provided within standard processing tolerances. Adequate sample parts shall be provided by the customer at no charge to AMC Inc. during design, build and run-off stages.

The customer is responsible to make sure part dimensions are consistently accurate and parts are free from dirt, dust or debris that may cause the system to malfunction. Any revisions or travel resulting from the inconsistency of customer product will be at the customer’s expense.

I. Collection Expense - Customer agrees to pay reasonable costs, expenses and/or collection fees, if they are in default and placed with a collection agency or attorney for collection. If the credit is extended, that Customer will assume full responsibility for payment for the account in accordance with the terms approved. Customer agrees to grant creditor a security interest.
SERVICE RATES
AMC normal mechanical service rates, above and beyond the normal warranty, are quoted at the following rates:

- $850.00/Travel days, plus expenses @ cost plus 10%
- $850.00/Standard weekday, plus expenses @ cost plus 10%
- $1,125.00/Non-standard weekday, plus expenses @ cost plus 10%
- $1,125.00/Saturday, plus expenses @ cost plus 10%
- $1,500.00/Sundays and/or Holidays, plus expenses @ cost plus 10%

This is based upon a standard eight (8) hour day. Advance notice is required to schedule this service. Time spent, in addition to a normal eight hour day, will be charged at a rate of $125.00/hour, plus incurred expenses.

For system orders including controls, AMC normal electrical service rates and programming rates will be provided upon request.