

TERMS & CONDITIONS OF SALE

Minimum Order:

IMS does not have a minimum order; however any order totaling less than \$25 (excluding sales tax, shipping and handling), will be subject to a \$5 small-order charge.

Price and Specification Changes:

IMS product specifications and prices are subject to change without notice. For the most up-to-date information, please refer to the IMS web site (imscompany.com).

Sales Tax:

IMS charges state and local sales tax for sales to customers in Indiana, Michigan, Ohio, and Tennessee on items for which a sales tax exemption certificate has not been provided. A certificate will be requested if IMS does not have your company's exemption certificate on file.

To receive an exemption, IMS must have a copy of an up-to-date Tax Exempt Certificate or sales tax will be added to the invoice. There can be no exceptions.

Disclaimer of Offer to Sell Where Legally Prohibited:

By placing an order, the customer represents to IMS that it has the authority to order and/or use the IMS product(s) purchased without violating any federal, state or local law. To the extent that any federal, state or local law precludes the sale and/or use of specific aerosols, chemicals or other products described in the IMS catalog or on the IMS web site, IMS makes no OFFER TO SELL such regulated product(s), nor does receipt of an IMS catalog or IMS web page by any customer constitute an offer to sell such product(s).

Limited Warranty:

All IMS auxiliary and testing equipment are warranted to be free of defective material or workmanship for a period of two years from the date of shipment from IMS (unless a different warranty term is specified in writing by IMS). All basic consumables, including but not limited to consumable machinery components and commodity items such as fuses, heater bands, immersion heaters, elements, brushes, belts, O-rings and otherwise renewable parts shall be warranted against defects for a period of 90 days from the date of purchase. If any product is found by IMS to be defective, IMS's sole obligation under this limited warranty shall be, at its option, the repair or replacement of such product or any part(s) thereof, at no charge to the customer. IMS's limited warranty does not cover, and IMS expressly disclaims any warranty with respect to, any defect, failure, deficiency or error which is: (a) not reported to IMS within the applicable warranty period and returned to IMS within 30 days of notification of the customer's warranty claim; (b) due to product modification, abuse, misuse, improper storage, unauthorized repair or maintenance or abnormal conditions of temperature, humidity, dirt or corrosive matter; (c) due to the application of the product, either intentional or otherwise, in an improper manner; or (d) due to normal wear and tear of the product or any part(s) thereof.

IMS' LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ANY AND ALL OTHER WARRANTIES REGARDING PRODUCTS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, IMPLIED WARRANTIES AGAINST DEFECTS IN DESIGN, MATERIALS AND WORKMANSHIP, AND THE WARRANTY AGAINST REDHIBITORY DEFECTS. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

CUSTOMER WAIVES ALL OTHER CLAIMS AGAINST IMS.

IMS' TOTAL LIABILITY RELATED TO ANY PRODUCT IS LIMITED TO THE REPAIR OR REPLACEMENT OF SUCH PRODUCT AND IN NO EVENT SHALL EXCEED THE PURCHASE PRICE OF SUCH PRODUCT PAID TO IMS BY CUSTOMER. IMS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE, STORAGE OR USE OF THE PRODUCT, INCLUDING, BUT NOT LIMITED TO: (A) DAMAGES FOR LOSS OF USE, INCOME OR PROFIT; (B) LOSSES SUSTAINED AS A RESULT OF INJURY (INCLUDING DEATH) TO ANY PERSONS; AND/OR (C) DAMAGES TO PROPERTY, OTHER THAN THE PRODUCT.

For processing a warranty claim, see instructions under Returns.

F.O.B. Point(s):

All IMS products are sold F.O.B. our designated shipping point.

Freight and Handling Charges:

IMS charges for shipping and handling on all orders shipped. Customers can get shipping information, including C.O.D. charges, freight charges and special services by calling IMS' Technical Sales/Service team at (440) 543-1615 or (800) 537-5375. Special delivery services are available for an extra charge; including a courier service, urgent delivery, prepaid freight and air or 3-day-select aerosol/chemical shipments. Please call for the details.

Redelivery or Refused Shipments:

Freight charges for refused shipments will be charged back to the buyer.

IMS recommends that the buyer's receiving personnel ask for a redelivery rather than refusing a shipment on the first day if the shipment cannot be identified, or if there is no payment ready for a C.O.D., etc. (UPS will make three delivery attempts before returning a package to IMS). Otherwise, these charges will be added to the cost of the reshipment. This charge does not apply to refusal of damaged shipments.



www.imscompany.com | phone order toll-free (USA & Canada) **1.800.537.5375**

fax order toll-free (USA & Canada) 1.888.288.6900 | phone order toll-free (Mexico) 001.888.304.1307 | tech support toll-free (USA & Canada) 1.866.467.9001 | e-mail sales@imscompany.com



Fees subject to change without notice.

Returns:

- Requests for a return must be made and authorized within 30-days after the invoice date for product you want to return. Items purchased before this 30-day window are not returnable (unless it relates to a defective product as part of a warranty claim).
- Regardless of the nature for a return, call IMS at 800-537-5375 for a Return Authorization number (R/A #) to coordinate your request.
- **Once authorized**, any returned merchandise must be in new and resalable condition; and in its original packaging with all original accessories, manuals and warranty registration cards, etc., otherwise credit will not be issued. Also, a return must be adequately packed, as IMS can not be responsible for items damaged during shipment.
- Item(s) approved for return must be sent standard ground freight prepaid. If applicable, IMS does not pay for freight brokerage fees.
- IMS will refuse to receive any returned merchandise/packages that are returned without an R/A # clearly noted on the package or shipping documents/label. Sender assumes the responsibility to reconcile the returned freight cost.
- IMS **will not** issue credit for any merchandise that has been used, damaged, that is incomplete, or that has been returned without an R/A #.
- Any **approved** returns due to customer error, decision change, or any other customer/subjective reason will be subject to a 15% restocking charge.
- An approval to return product must be received by IMS within 30-days of the approval date. Otherwise the R/A # will expire and the return in question closed.
- A defective product can be returned at any time **within the product's warranty period**, under the terms of IMS' Limited Warranty. Call for details **BEFORE** sending anything back and to receive R/A #.
- **CUSTOM AND/OR MADE-TO-ORDER ITEMS OF ANY KIND, DISCONTINUED PRODUCTS, AND ANY SPECIAL SALE OR PROMOTIONAL ITEMS CAN NOT BE RETURNED FOR ANY REASON.**

If a return is needed for a repair or warranty claim:

Call IMS for information and a R/A #. If a return relates to a repair, IMS will contact the customer and quote a price before a repair is done. An inspection fee will be charged if the customer chooses not to have the necessary repairs made; **unless the customer immediately places an order to purchase a new replacement item that directly replaces the "inspected" item.**

Free Testing:

As a service to help customers choose the product best suited to their needs, IMS provides free testing of many IMS products using a customer's sample. The testing service can prevent many returns. We encourage our customers to call IMS' Technical Sales/Service Team for information; and to receive R/A # for the sample.

CREDIT POLICY

Requests for Open Credit:

IMS offers 30-day-net credit terms to customers with approved credit. To apply for credit, all interested parties must completely fill-out, provide trade references, sign, and submit an IMS Business Credit Application (which is available on our web site and in our catalog). Upon approval, a credit limit will be set-up in the IMS system.

If any order exceeds a customer's existing credit-limit a customer may need to send IMS their updated credit information, which may include the submittal of a new credit application, and/or the customer's most recent financial statement. To avoid any delay in processing such orders, IMS recommends that the customer establish timely communication with the IMS accounting department.

Any inactive customer who would like to make a purchase but has not done so within the most recent 24-month period must resubmit an application for credit. All inactive customers must completely fill-out, provide trade references, sign, and submit an IMS Business Credit Application. Upon approval, we will notify you and a credit limit will be set-up in the IMS system.

Only customers in good credit-standing (A/R is current) are eligible to take advantage of IMS programs such as Blanket Orders, special price quotes, product sales and promotions, etc.

Payment Terms:

30-day net credit terms apply. There is a \$30.00 charge for each NSF check returned to IMS.

Payment by Check: Make check payable to **IMS Company.**

Send checks to: IMS Company
P.O. Box 75799
Cleveland, OH 44101-4755

Credit Cards:

IMS accepts VISA, MasterCard and American Express.

Domestic Electronic (ACH) and Wire Transfer of Funds:

Contact IMS for routing numbers for ACH and wire transfers.

There is no charge for domestic electronic transfer (ACH).

There is a \$15.00 charge for domestic and international wire transfers.

Please insert the following message on all wire transfers:

"Please advise IMS Accounting Dept. at (440) 543-1615 upon receipt of wire."

Export Shipments:

Shipments to customers located outside the United States or its territories are defined as exports.

For new export customers, all amounts, including freight and insurance, shall be required in advance for all export shipments. This pre-payment is waived for existing established customers.

Foreign customers with an established open account can maintain that status as long as all invoices are paid within 30 days. New accounts may be opened for foreign customers when a corporate guarantee from a U.S. parent company, four U.S. trade references, bank references and appropriate financial data are supplied and approved by IMS.

Payment on open accounts is required in U.S. funds.

Export crating or packaging will be an additional charge (time and materials) on some items if required.

Acceptable Methods of Advance Payment for Export Shipments:

Foreign wire transfers (SWIFT) to IMS' bank are preferred and will expedite shipments. There is a \$15.00 charge. Any other charges assessed to or deducted from an IMS transaction from the buyers bank or wire transfer agent will be passed through to the customer for payment.

Direct international transfers to:

FIRST MERIT BANK, N.A.
INTERNATIONAL BANKING DIVISION
106 S. MAIN ST
AKRON, OH 44308 USA
SWIFT FNBAUS3A
for credit to IMS COMPANY
Contact IMS for routing numbers

INTERNATIONAL MONEY ORDERS are generally acceptable. However, all must meet IMS' bank's approval. Any fees charged to IMS will be passed on to the customer.

FOREIGN CHECKS will be accepted if drawn in U.S. dollars on a U.S. bank. Shipments will be released only after final collection of funds covering merchandise and all fees.

IRREVOCABLE LETTERS OF CREDIT are generally acceptable. However, all letters of credit must meet IMS' bank's approval and all confirmation charges and other fees must be paid by the initiator.

CREDIT CARDS (VISA, MasterCard and American Express Cards) are acceptable.

Shipment of Catalogs to Potential Foreign Customers:

Catalogs will be shipped only if the foreign customer's Federal Express, DHL or other acceptable freight account number can be utilized.



10373 Stafford Road Chagrin Falls, OH 44023-5296
 Tel: 440.543.1615 Fax: 440.543.1069
 Toll-Free Tel (USA & Canada): 800.537.5375
 Toll-Free Tel (Mexico): 001.888.304.1307
 Toll-Free Fax (USA & Canada): 888.288.6900

Tech-Support Hot Line Toll-Free Tel
 (USA & Canada): 866.467.9001

Online Catalog:
 www.imscompany.com

E-mail: sales@imscompany.com



KEEP THIS ORIGINAL. MAKE COPY TO FILL OUT AND MAIL OR FAX.

Business Credit Application (confidential)

Company Name: _____ Date: _____

Billing Address: _____
 _____ City: _____ State: _____ Zip: _____

Accounts Payable Contact Person _____ Accounts Payable Phone: (_____) _____

Shipping address: _____
 _____ City: _____ State: _____ Zip: _____

Phone: (_____) _____ Fax: (_____) _____

E-mail: _____

Type of business: Proprietorship Partnership Corporation

If Incorporated: State of Inc.: _____ Year of Inc.: _____ SIC code: _____

Owner and key management members:

Name: _____ SS#: _____ - _____ - _____

Name: _____ SS#: _____ - _____ - _____

Name: _____ SS#: _____ - _____ - _____

Date business established: _____ Years at present location: _____

Number of employees: _____ Tax I.D. #: _____ - _____ - _____

If any bankruptcy, please provide date(s): _____

Indiana sales tax exemption #: _____ (copy of certificate required)

Michigan sales tax exemption #: _____ (copy of certificate required)

Ohio sales tax exemption #: _____ (copy of certificate required)

Tennessee sales tax exemption #: _____ (copy of certificate required)

(Taxes for states other than Indiana, Michigan, Ohio and Tennessee will NOT be collected)

Banking Information:

Bank Name: _____ Phone: (_____) _____

Address: _____
 _____ City: _____ State: _____ Zip: _____

Contact Name: _____ Account #: _____

Business Credit Application (confidential)

Trade References:

1. Name: _____ Acct#: _____ Phone:(____) _____
Fax:(____) _____
Address: _____ City: _____ State: _____ Zip: _____

2. Name: _____ Acct#: _____ Phone:(____) _____
Fax:(____) _____
Address: _____ City: _____ State: _____ Zip: _____

3. Name: _____ Acct#: _____ Phone:(____) _____
Fax:(____) _____
Address: _____ City: _____ State: _____ Zip: _____

4. Name: _____ Acct#: _____ Phone:(____) _____
Fax:(____) _____
Address: _____ City: _____ State: _____ Zip: _____

The above information is accurate and is provided for the purpose of extending credit to our company on IMS Company terms of **Net 30**. A credit limit will be set at the discretion of IMS Company. A credit application may be denied if the customer has been in business less than three years or the customer's credit references, payment history or financial records indicate any potential difficulty in meeting IMS Company's payment policy.

Returned Merchandise Credits

Please reference all credit invoices on the remittance advice of your check. If information is not provided, IMS Company will follow these procedures:

- A. We will automatically apply the credit to the outstanding original invoice, if the original invoice is referenced on the credit invoice.
- B. If the original invoice is not provided or has been paid, we will apply the credit to the replacement or the oldest outstanding invoice.
- C. If there are no outstanding invoices, we will apply the credit to your account.

Authorized by

Date

Printed name

Title

Business Credit Application (confidential)

Officer's Consent:

I/we authorize the creditor to make whatever inquiries are necessary in connection with this credit application or in the course of the review or collection of any credit extended. I/we authorize any person or consumer reporting agency to compile and furnish to the lender any information in response to credit inquiries and agree that this information shall remain your property whether or not credit is extended. All information on the application is true and for the purpose of obtaining the credit requested.

Printed name _____ Title _____ Date _____

Signature _____ Title _____ Date _____

Printed name _____ Title _____ Date _____

Signature _____ Title _____ Date _____