

## CONDITION OF SALE

**CANCELLATION OR SUSPENSION:** Cancellation or suspension of manufacturing or shipping date of any order will be accepted only on terms which will indemnify us against loss.

**MADE-TO-ORDER SIZES AND OVERRUNS:** Because in manufacturing it is necessary to make slightly more of any article than the exact amount specified, in order to offset losses and insure the required number of parts being produced, made-to-order items are subject to having a run of plus or minus 5% of the total order and may be shipped and invoiced without prior notice. The foregoing is not applicable to standard stock merchandise.

**TAXES:** Any sales, use, consumption, or other similar tax applicable to the sale, purchase, or use of product is not included in these prices and shall be paid by the purchaser.

**"LIMITED WARRANTY":** Subject to the limitation expressed in subsequent paragraphs, *Martin* Sprocket & Gear, Inc. and *Martin* Sprocket & Gear Canada Inc., make the following warranties: We warrant that each of our products of manufacture will be free from defects in material and workmanship under normal use and service for twelve months from the date of delivery to the original user. We will correct any such defects in material or workmanship by repair or replacement of the product F.O.B. our plant. Tools will carry the following lifetime warranty: If a *Martin* tool fails to satisfactorily perform its designated use, it may be returned to the *Martin* distributor from which such tool was purchased and will be repaired or replaced without cost.

THE FOREGOING WARRANTIES ARE EXPRESSLY IN LIEU OF ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING FROM STATUTE, COMMON LAW, CUSTOM, OR OTHERWISE. THE REMEDY OF REPAIR OR REPLACEMENT OF THE DEFECTIVE PRODUCT OR TOOL SET FORTH IN THE FOREGOING WARRANTIES SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON.

Charges for correcting defects will not be allowed, nor can we accept goods returned to us for repair or replacement, unless we are previously notified of the defect in writing and the return or correction is authorized by us in writing. All warranty claims alleging defects of materials or workmanship must be submitted in writing within thirty days of the discovery of a defect or such claim shall be considered waived. (This paragraph is subject to the provisions of the Consumer Protection laws of Mexico.)

The foregoing warranties shall not apply to any products or tools which have been subjected to misuse, neglect or accident, or have been altered or tampered with, or have been used beyond their normal useful or expected life, or which have had corrective work done thereon without our written consent. WE SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, EXPENSE, OR DAMAGE, WHETHER DIRECT, CONSEQUENTIAL, INCIDENTAL, OR OTHERWISE, RESULTING FROM THE USE OF OUR PRODUCTS OR TOOLS OR CAUSED BY ANY DEFECT, FAILURE, OR MALFUNCTION OF ANY PRODUCT OR TOOL, WHETHER A CLAIM FOR SUCH DAMAGES IS BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, OR OTHERWISE. Equipment manufactured by others, and included in our proposal, is not warranted in any way by us but carries only the manufacturer's warranty, if any. No person has the authority to bind us to any representation or warranty other than the foregoing limited warranties as disclaimed.

The provisions of the United Nations Convention on Contracts for the International Sale of Goods or any local statute declaring it to have the force of law in the jurisdiction of one of the parties shall not apply to Products supplied hereunder.

"YOU ARE HEREBY NOTIFIED THAT ANY ADDITIONAL OR DIFFERENT TERMS FROM THOSE CONTAINED IN THIS LIMITED WARRANTY ARE UNACCEPTABLE AND OBJECTABLE. NO ADDITIONS OR CHANGES ARE BINDING ON *Martin* UNLESS THEY ARE IN WRITING AND SIGNED BY AN AUTHORIZED OFFICER."

NOTE: All past due invoices shall be payable to *Martin* Sprocket & Gear, Inc., at P.O. Box 91588, Arlington, Tarrant County, Texas 76015-0088. All past due invoices of *Martin* Sprocket & Gear Canada Inc., shall be payable at 896 Meyerside Drive, Mississauga, Ontario, Canada L5T 1R9. Reasonable attorneys' fees will be added if collection is forced.

**RETURNED MATERIAL:** When it is desired to return material for credit or exchange, it is necessary that permission in writing first be obtained from the nearest office.

**SHIPMENTS:** If we are not able to meet your shipment requirements and/or our expected dates of shipment, we will not accept liability for delays beyond our control, nor will we accept cancellations unless a settlement has been agreed upon between us.

**FREIGHT ALLOWANCE:** Freight allowances are shown on the different product discount sheets. In cases where a specific routing of any order is more costly than the routing selected by us, the excess charges will be added to the net amount of the invoice. Weights shown in catalog are approximate and may not be used to determine qualifications for freight allowance.

**CASH DISCOUNT:** 1% 10th and 25th Net 30 Days. A 1% cash discount will be allowed on invoices dated the 1st through the 15th if paid by the 25th of the same month and on invoices dated the 16th through the end of the month if payment is made by the 10th of the next month. All invoices are due in 30 days. Cash discount does not apply to other charges such as freight, postage, or delivery charges.

This catalog supersedes all previous editions. Every effort has been put forward to produce what we feel is the best power transmission catalog in the industry. However, due to changes in engineering and manufacturing processes and procedures, it becomes necessary, from time to time, to make alterations to products, and such alterations may not be reflected in this catalog. Therefore, if dimensions, specifications or appearances represented by pictures or drawings or tables are critical in their applications, please consult the factory for clarification or certified drawings.