



STAGE AND STUDIO HARDWARE MANUFACTURER SINCE 1919

AUTOMATIC DEVICES COMPANY

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TERMS AND CONDITIONS OF PURCHASE

1. **LIMITED WARRANTY:** Automatic Devices Company warrants that the goods manufactured and sold by it will be of the kind and quality described in the order or contract and will be free of defects in workmanship or material for a period of one year after shipment. Should any failure to conform to this warranty appear within that one year period, Automatic Devices Company shall, upon notification thereof and substantiation that the goods have been stored, installed, maintained and operated in accordance with Automatic Devices Company's recommendations and standard industry practice, and that no modifications, substitutions or alterations have been made to the goods without Automatic Devices Company's written approval, correct such defect by suitable repair or replacement. Automatic Devices Company reserves the right in its sole discretion and for its sole benefit, and without waiving any of the conditions precedent to the effectiveness of its foregoing warrant obligation, to inform the end user of the goods that the purchaser hereunder has failed to pay the purchase price for the goods and that, as a result, Automatic Devices Company shall not be obligated to honor its warranty obligation hereunder. To permit Automatic Devices Company to determine how to correct any such defect, seller shall return the allegedly defective goods FOB seller's factory for inspection. Any such goods replaced or repaired by Automatic Devices Company shall be returned to buyer FOB seller's factory. Upon prior written approval of Automatic Devices Company, seller shall be responsible under this limited warranty only for shipment of any replacement parts FOB seller's factory. The warranty granted herein shall not become effective until the goods sold have been paid for in full. The warranty does not apply to unusual, unique, untested or unconventional use and application, nor does it apply to cubicle curtains. The warranty does not apply to goods and/or services involving special designs.

ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES. The representatives of Automatic Devices Company are not authorized to make oral warranties about the merchandise described in this contract. Automatic Devices Company's salesmen's ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES, shall not be relied upon by the buyer, and are not part of the contract for sale. Thus, this writing is a final,

complete and exclusive statement of the terms of that contract. Unless a statement in this Agreement is specifically identified as a warranty, the statements made in this Agreement or any other documentation by Automatic Devices Company relating to its products are not warranties and do not form part of the basis of the bargain but are merely made in the course of the negotiations of the parties.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS OR IMPLIED. Correction of non conformities as provided above shall constitute fulfillment of all liabilities of Automatic Devices Company to the purchaser, whether based on contract, negligence, strict tort or otherwise. Goods not manufactured by Automatic Devices Company are sold and warranted only to the extent and in the manner warranted to Automatic Devices Company by the manufacturer and only to the extent that Automatic Devices Company is able to enforce such warranty. Furthermore, any goods that are used for personal, family or household purposes are sold AS IS.

2. LIMITATION OF LIABILITY: Automatic Devices Company shall not under any circumstances be liable for special or consequential damages. The remedies of the buyer set forth herein are exclusive, and the liability of Automatic Devices Company whether arising out of contract, negligence, strict tort, or under any warranty, or otherwise shall not, except as expressly provided exceed the price of the goods upon which such liability is based. Back charges will not be accepted. Automatic Devices Company's warranty is invalid if its curtain machinery is used in conjunction with track not of its manufacture. Furthermore, Automatic Devices Company is not responsible for any failure of its equipment to operate properly when installed, unless prior to accepting the order, Automatic Devices Company has been furnished by the buyer with all information, instructions and drawings relating to the proposed installation of the equipment and to existing job site conditions.

3. SHIPMENTS: Shipping dates are approximate and are based upon prompt receipt of all necessary information. Automatic Devices Company shall not be liable for delays in delivery or failure to manufacture or deliver due to causes beyond its reasonable control. Though Automatic Devices Company is not liable for damages to goods suffered in transit after exit from seller's factory, it is suggested that if these goods are delivered damaged, they not be accepted until the carrier's agent has noted on the Freight Bill the nature and extent of the damage. In the same manner, if any goods are lost in transit, shortages should be noted on the Freight Bill. If there should be damage or loss of such a nature that it could not be detected until the goods were unpacked,

have the carrier's agent call at once and make inspection. You should be given a "Concealed" Bad Order Report, stating the condition of the goods when examined. Claims for goods damaged in transit should be referred to the carrier's claims department.

4. RETURNED GOODS: All requests for permission to return merchandise shall be in writing and should contain reasons for return, description, and quantity of merchandise, invoice number and date covering original shipment. Shipments of merchandise accepted for return must be prepaid. A handling charge will be imposed on all used and unused equipment returned for credit, the amount dependent upon the type and age of merchandise returned. A refinishing and restocking charge will be imposed on all used equipment returned for credit. Curved tracks, custom-made goods, such as cubicle curtains, and cord or cable in individual coils of under 250 feet, are not returnable under any circumstances.

5. DIMENSIONS, SPECIFICATIONS, DESIGNS, AND WEIGHTS: All dimensions and specifications shown in the catalog are subject to change without notice. Catalog dimensions are approximate only. In the interest of improving the operation, appearance, and production of our equipment, Automatic Devices Company reserves the right to make design changes at any time without giving prior notice to the trade. Weights shown in our catalog are approximate only and do not include weight of boxing for shipment unless otherwise stated.

6. TIME LIMIT ON COMMENCING LEGAL ACTIONS: An action against Automatic Devices Company arising out of the sale of goods or equipment must be commenced within one (1) year from the date of the right, claim, demand or cause of action first occurred or be barred forever.