Policies

TERMS Net 30 days

PRICES All prices are Canadian F.O.B. Markham, Ont. and include all applicable duty.

Prices and product specifications are subject to change without notice.

All applicable taxes are extra.

WARRANTY This warranty is given in place of all other warranties, express or implied,

of merchantability, fitness for a particular purpose or otherwise.

UNDER NO CIRCUMSTANCES SHALL PORTER INSTRUMENT COMPANY, INC. OR BENSON MEDICAL INDUSTRIES, INC. BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES AS THOSE TERMS ARE DEFINED IN THE UNIFORM COMMERCIAL CODE.

Porter Instrument Company, Inc./Benson Medical Industries, Inc. warrants that each product or part shall be free from defects in workmanship and materials, under normal use and with appropriate maintenance, for one (1) year from the date of delivery to customer unless otherwise specified in writing. All rubber and plastic parts and accessories are warranted under the same conditions for a period of ninety (90) days from date of purchase.

No statement or claim about the product by any employee, agent, representative, or dealer of Porter Instrument Co., Inc./Benson Medical Industries, Inc. shall constitute a warranty by Porter Instrument Co., Inc. or give rise to any liability or obligation of Porter Instrument Co. Inc. and Benson Medical Industries, Inc.

Porter Instrument Co., Inc./Benson Medical Industries, Inc. shall not be liable for any damage, injury, or loss arising out of the use of the product, whether as a result of a defect in the product or otherwise, if, prior to such damage, injury or loss, the product was (1) damaged or misused; (2) repaired, altered or modified by persons other than Porter Instrument Co., Inc.; (3) not installed in strict compliance with applicable codes and ordinances; or (4) not installed by an authorized Porter Instrument Co., Inc. dealer. Porter Instrument Co., Inc./Benson Medical Industries, Inc. obligation for breach of this warranty, or for negligence or otherwise, shall be strictly and exclusively limited to the repair or replacement of the product or part. This warranty shall be void on any product on which the serial number has been altered, defaced or removed.

ORDERS All orders are to be made through authorized Porter Instrument Co., Inc. distributors. All billing will be done through said distributors. Direct orders will be handled through the authorized local dealer or as determined by Benson Medical Industries, Inc.

RETURNS All returned merchandise will be handled through Benson Medical Industries, Inc. No returns will be accepted unless authorized in writing by Porter Instrument Co., Inc. and accompanied by the original shipping invoice. All returns are subject to a 25% minimum restocking charge plus shipping charges. Equipment non-returnable after 60 days from original shipping date.

Policies subject to change without notice. Minimum wholesale order \$50.00.