



## American Machine & Tool Co., Inc. of PA

A Subsidiary of The Gorman-Rupp Company

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## General Information

**SALES POLICY:** AMT products are sold through our established distributors. We do not sell direct to the consumer or organizations not entitled to trade recognition. Therefore, possession of our catalogs and/or price list(s) does not infer an offer to sell.

**Minimum Order:** We appreciate your order, however all orders are subject to a minimum \$25.00 net invoice charge (excluding freight). This applies to all pumps and parts purchase orders.

**PRICES:** Prices are subject to change without notice. All accepted orders are subject to prices in effect at time of shipment.

**PAYMENT TERMS:** Terms, upon establishment of credit, are net 30 days. Past due accounts may be subject to a service charge of 1.5% per month. Domestic or assignable letter of credit is required of all export trade.

**PAST DUE ACCOUNTS:** AMT reserves the right to withhold open account shipments on any past due account. Invoices are considered past due after thirty (30) days. In the interest of sound business, all orders are subject to approval of the Credit Department.

**SHIPPING INSTRUCTIONS:** All shipments will be made F.O.B. the factory. Where instructions for shipment do not appear on the order, the shipment will be made according to our best judgment. Full risk of loss (including transportation delays and losses) shall pass to the customer upon delivery of the products to the carrier at the F.O.B. point. When loss or delay occurs, primary responsibility for tracing rests with the customer. When there is LOSS OR APPARENT VISIBLE DAMAGE to a shipment, when tendered for delivery, DO NOT give the carrier a clear receipt. Note such damage on the carrier's delivery receipt and HAVE THE DRIVER SIGN THE RECEIPT.

## 12 MONTH LIMITED WARRANTY

### EXTENT AND DURATION OF LIMITED WARRANTY

Coverage: American Machine and Tool Company (herein "AMT") or IPT Pumps by Gorman-Rupp (herein "IPT") or Gorman-Rupp Industries Division of The Gorman-Rupp Company or The Gorman-Rupp Company (herein individually referred to as "G-R Unit") each individually warrants that its products and parts shall be free from defects in material and workmanship for twelve (12) months from the date of purchase by the original end user when installation is made and use and maintenance is performed in accordance with the G-R Unit's recommendations. Wear and tear resulting from use and items normally consumed in use are not covered.

### EXCEPTIONS

(A) This Limited Warranty shall not apply to mechanical seals in AMT and IPT pumps and the following products and parts: engines, motors, trade accessories and all other products, components, parts and materials not manufactured by the G-R Units. These items may, however, be covered by the warranties of their respective manufacturers. Engine is warranted by the engine manufacturer. Contact the engine manufacturer for all warranty, repairs, parts, manuals, and location of nearest dealer.  
(B) This warranty does not extend to or apply to any unit which has been repaired or altered at any place other than by a G-R Unit, or by persons not expressly approved by a G-R Unit to make repairs or alterations, nor to any unit the serial number, model number, or identification of which has been removed, defaced or altered.  
(C) This warranty does not extend to any product manufactured by a G-R Unit, which has been subjected to misuse, neglect, accident, improper installation, or use in violation of instructions furnished by a G-R Unit. (D) Pump Kits: This warranty does not extend to any product sold by a G-R Unit unassembled as a Pump Kit. Pump Kits are warranted against defects in material and workmanship for 60 days from the date of shipment from a G-R Unit. Any Pump Kit parts deemed defective by a G-R Unit will be replaced free of charge within 60 days of shipment. Pump Kits are not returnable for credit.

### LIMITATIONS

**THE G-R UNITS' SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THEIR PRODUCTS AND PARTS IS THIS LIMITED WARRANTY. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.**

### EXCLUSIVE REMEDY AND DAMAGES

The sole and exclusive remedy for breach of this Limited Warranty by a G-R, Unit

**PRODUCT REVISIONS:** AMT reserves the right to discontinue, change or improve its products or any portions thereof without being obligated to provide such a change or improvement for units sold and/or shipped prior to such a change or improvement.

**LEAD TIME:** Products designated "Off-the-Shelf" will normally be shipped within 24 hours of receipt of a non-cancelable purchase order. Only limited quantities of "Off-the-Shelf" pumps are available.

**STANDARD LEAD TIME:** Lead time is two weeks for all non "Off-the-Shelf" product.

**VIP SHIPMENT:** Requests for next day shipment of non "Off-the-Shelf" items are subject to a \$60.00 surcharge per unit ordered. AMT reserves the right to revise lead time as required due to availability of materials and all other causes beyond our control.

All purchase orders must be submitted via hard copy sent to AMT customer service by fax, EDI or mail.

**RETURN GOODS POLICY:** Goods shall not be returned without a return goods authorization number (RGA) issued by AMT customer service. The RGA number must be listed on the packing list. Only current part numbers with valid date code may be returned (within one year). (A 20% restocking and packaging charge will apply to all returns. All shipping charges must be prepaid. **No Exceptions**).

**ORDER CHANGES BY CUSTOMER:** Orders in process may not be changed except with written consent and may be subject to special charges.

and the entire extent of its liability for such breach or for damages arising from the use of the products and parts covered under this Limited Warranty, shall be as follows:

- 1. Repair or replacement:** If inspection shows that any G-R Unit product or part are covered under this Limited Warranty is defective in materials or workmanship, the G-R Unit shall repair or replace the defective or nonconforming product or part without charge, whichever the G-R Unit chooses. You must have properly maintained and used the product or part claimed to be defective in accordance with the maintenance schedule or manual which comes with the product. *No allowance will be made for labor, installation, removal, transportation or other charges incurred by you in connection with such repair or replacement.*
- 2. To obtain the above remedy:**
  - a) Immediately notify the G-R Unit upon discovery of the claimed defect in materials or workmanship and provide the serial number or date code of the product and/or part(s) or provide the G-R Unit with the invoice or bill of sale referencing the product by no later than the expiration date of the warranty period.
  - b) The G-R Unit will advise whether inspection will be necessary and how and whether repair or replacement will be made. If inspection by the G-R Unit is necessary, the pump or defective part must be sent freight prepaid to the G-R Unit. Return shipment will be F.O.B. the G-R Unit's plant.
  - c) Return Goods Authorization Requirement: No product will be accepted for return or replacement without the prior written authorization of the G-R Unit. Upon such authorization, and in accordance with instructions from the G-R Unit, the product will be returned to the G-R Unit, shipping charges prepaid by Buyer.
- 3. Damages:** The G-R Unit's liability for damages for breach of this Limited Warranty shall not exceed the amount of the purchase price of the product or part(s) in respect to which such damages are claimed. **IN NO EVENT SHALL THE G-R UNITS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES FOR BREACH OF THIS LIMITED WARRANTY.**

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.