

Ordering

In order to better serve our customers and avoid errors, we request that orders be faxed, e-mailed or sent to us in Hudson, MA with complete information. All orders must have the following information: Purchase Order number, name of purchaser, "ship to" address, "bill to" address, phone number, complete product description including part number, dollar amount for the purchase order, payment terms and shipping instructions. It is the customer's responsibility to indicate on the order if it is a "confirming" order and to request any special delivery requirements at the time of order. Customers will receive order and ship confirmations to the email address provided. For blanket orders with scheduled release dates, Anver will honor the price and delivery for up to one year. If Cert. of Conformance is required it must be requested during order placement and will not be provided after the order is shipped.

Back Orders

Unless noted on your initial order, back orders will be generated for items that are temporarily out of stock. Export orders must ship complete unless otherwise agreed to prior to order acceptance or requested by the customer.

Estimated Shipping Dates and Storage Fees

The shipping dates are determined on a first come, first serve basis. We try to give an accurate date and most standard equipment ships within our estimated date. If not, delays are due to factors out of our control such as material supply, weather etc. Custom lifter shipments are further affected by when down payment is received, when engineering drawings are completed and signed off and if modifications are requested after order has been placed. If orders are not picked up in a timely manner, they are subject to storage fees.

Freight and Shipping Charges

All domestic shipments are FOB origin and all freight and insurance costs are the responsibility of customer.

If order can be shipped via FedEx or UPS, Anver will ship prepaid and add unless customer states otherwise on purchase order. If order ships collect, an account number is required. If order ships third party, an account number, as well as "bill to" name and address is required.

If order can be only shipped LTL or full truckload, it will ship collect or third-party bill. If purchaser does not designate a carrier for collect truck shipments, Anver will choose a carrier. Carrier will either bill order recipient or require a check for freight upon delivery. If purchaser designates third party bill, a bill to name and address is required.

One-Year Warranty on Vacuum Lifters and Vacuum Components

The one-year, or 2000 hour, single shift warranty covers Anver vacuum lifters and vacuum components. Not covered is normal wear and tear to rubber parts, chains, vanes, batteries, light bulbs, filters, hose, tubing, suspension components or misuse and misapplication of equipment.

Two-Year Warranty on Base Metal Frame

A limited two-year, or 4000 hour, single shift warranty is applied to the base lifting frame and structure of complete Anver vacuum sheet lifters. This does not apply to other components or non-Anver equipment integrated into our systems.

Sub-Suppliers' Warranty

Our sub-suppliers' warranty replaces Anver's in the case of a failure of a non-Anver manufactured major component or system item such as a hoist, overhead crane, electric pump, motor etc. In these cases, Anver will act in your behalf; however, our sub-suppliers' warranty is the only one valid. Electric Actuators and Electric Vacuum Pumps are warranted from manufacturer defects for 90 days from the date of shipment.

Evaluation Procedure

Anver has an evaluation program for the following components: Lift Tubes, Cylinders, VLS Alarm Systems, Vac Guard Control Stations, Solenoids and Electrical Switches, Pumps and Lifters. Anver customer service (CS) will issue a sales order/SO for the evaluation. Customer must ship the items (FOB origin) to Anver for evaluation and reference the sales order/SO.

If the evaluation is for a component that is part of an Anver vacuum system that is less than 6 months old from the Anver ship date, there is no evaluation fee. If the component is older than 6 months old or purchased as an individual item, Anver will require a purchase order for the evaluation fee. Once the customer's purchase order is received, Anver CS will issue customer an SO to return the component prepaid, FOB origin, to Anver. If component is found to be under warranty, Anver will credit or replace at Anver's expense. If component is deemed to be out of warranty due to service life or misuse Anver will provide customer a quote for the repairs.

If customer issues purchase order for the repair, the evaluation fee is waived. If customer decides to decline repair, then Anver will issue invoice for the evaluation fee. Customer must provide shipping info for part to be returned collect. Anver reserves the right to substitute a manufacturer refurbished component if covered under warranty. Anver reserves the right to dispose of customers' property 30 days after evaluation or repair quote is submitted if no action has been taken and customer has not requested item back.

Damaged Shipments

All shipments are FOB origin. If products are damaged in transit, buyer is responsible for filing insurance claim with freight carrier or with insurance companies. Buyer is still liable to Anver for invoice.

Returned Goods

Non-stock parts, pumps and vacuum lifters are non-returnable. All returns must be authorized in advance. A returned goods authorization number (RGA) will be issued and this RGA number must be noted on the return package. Packages returned without an RGA number will be refused. All returns must be sent back within 30 days of the RGA date. Restocking charges on returns are applied to the net price and are 30% minimum. The customer will be notified of any problems with the return. No returns will be issued after 30 days from the original invoice date.

Prices, Down Payment and \$39 Minimum Order Amount

All prices are in US\$ and all payments must be in US\$. They do not include freight, applicable state and local taxes, and duties, or special crating requirements for export shipment. Buyer shall pay all such costs, taxes, charges and duties. A minimum down payment of 1/3 down will be required on orders totaling over \$10,000. A minimum down payment of 1/2 down will be required on custom-built equipment. If an order is cancelled after production has started, down payments will not be refunded. Orders cancelled are subject to costs and fees incurred up to full value depending on order status at cancelled date. The minimum order amount for all shipments destined for Canada, Mexico and the United States (including, Hawaii, Alaska and Puerto Rico) is \$39.00. The sales order minimum for all other export destinations is \$300.00. The only export exception is for spare parts for an existing Anver Vacuum Lifter (serial number required), in which case the order must meet our \$39.00 minimum. Any small shipments to China, Russia and Venezuela must be shipped FedEx

Credit Policy

Anver's standard payment terms are net 30 days from the date of invoice. All customer accounts are subject to credit approval in order to receive our standard terms. Notwithstanding this policy, all orders are additionally subject to partial or complete prepayments depending upon the nature of the order and customer's payment history. Anver reserves the right to be reimbursed from the customer and the customer agrees to pay all costs and expenses relating to the collection of delinquent accounts. These costs and expenses may include, but are not limited to, lawyers' fees, court costs and collection agency fees.

Terms and Conditions

Acceptance of orders by Anver is conditioned upon Buyer's assent to Anver's Sales Policies. If any of these terms and conditions are not acceptable to Buyer, Anver must be notified at the time of initial order placement. Any change or waiver of Anver's standard terms or policies must be supplied to buyer in writing and applies only to the specific transaction to which it is referenced. The validity, construction and enforcement of the purchase agreement between Anver and Buyer shall be governed by and interpreted under the laws of the Commonwealth of Massachusetts, USA.

Buyer's Exclusive Remedies

Anver's liability and Buyers' exclusive remedies under Anver's warranty shall be limited solely to repair, replacement, credit or refund, at Anver's option, with respect to products returned to Anver pursuant to Anver's instructions. Anver shall not be liable, under any circumstances, for consequential or incidental damages, including, but not limited to, labor costs or loss of profits arising in connection with the use of or inability to use products purchased from Anver.

Owner's/User's Obligation

Owner/User is obligated to ensure that all employees and other persons who use products and equipment supplied by Anver shall be properly trained and familiar with the safe operation and use of the products and equipment. To the extent that the owner of this product fails to maintain and repair the product or to adequately train and educate users of this product regarding safe operating procedures and techniques, Anver will be indemnified and held harmless for any and all claims or liabilities which may arise from any injuries or damages resulting from the owner's/user's conduct including such actual, reasonable attorney's fees Anver may incur in defending such claims or liabilities.

Anver recommends you let us review the suitability of a lifter for your application to help you select the best lifter for your needs. If a customer chooses to purchase a specific lifter without informing Anver on the load specifications, porosity and complete application requirements the lifter is non-returnable.

Anver vacuum equipment is rated per US ANSI and other European regulations at sea level. Please note it is the responsibility of the purchaser of vacuum equipment to account for and compensate for loss of vacuum lifting capacity if equipment is to be used at higher altitudes. This sometimes requires purchasing a larger capacity vacuum lifter and derating it or purchasing larger diameter pads in vacuum component applications. Contact factory for additional information as different applications require different solutions.