



Terms & Conditions

Acceptance – Provision of a purchase order for products or services is acknowledged hereby as an offer of an agreement for the purchase of products or services and is accepted subject to the following terms and conditions of sale. All other terms and conditions are specifically rejected unless such terms and conditions are specifically approved in writing by LEAN Manufacturing Products, LLC (LEAN).

Terms - All payments must be made in accordance with terms shown on the quote provided by LEAN. Most commonly, this consists of a deposit due at time of order, and balance due at shipment – please see project-specific quote for details. If the quote has no terms of payment, full payment due prior to shipment of the ordered product. All prices are F.O.B. LEAN's facility in Waukesha, WI, and unless otherwise stated do not include cartage, insurance charges, taxes, impost or other similar charges. Products are subject to all federal, state and local taxes upon the production, sale or shipment of the Products sold hereunder, now or hereafter becoming effective, and if not included in the invoice, such amount may be invoiced later, and Buyer shall pay all such taxes.

Routing - Shipments will be routed "Best Way", transportation charges collect unless preferred routing is otherwise specified.

Title; Loss or Damage in Transit - All products subject to this purchase order will be shipped F.O.B. LEAN's facility in Waukesha, WI, and title to the products and risk of loss passes to Buyer upon shipment from LEAN's facility in Waukesha, WI unless otherwise specified on the face in the quote or in a separate written agreement with LEAN. Carrier acts as Buyer's agent, and Buyer shall be responsible for all expenses incurred by LEAN for the delivery of said products. LEAN shall not be liable for losses, damages or delays occurring in transit. Claims for loss or damage should be made directly to the carrier immediately upon discovery by Buyer. Buyer shall be deemed to have accepted the products upon the earlier of (a) any conduct by Buyer that is inconsistent with LEAN's ownership of the products, or (b) the passage of three business days after delivery of the products to Buyer and Buyer having given no notice to LEAN within that period that the products do not conform to the description thereof set forth on the invoice.

LEAN Delay in Delivery - When date of delivery is given, that date shall mean the date of shipment. LEAN will make every effort to make shipments as near that date as possible, but LEAN will assume no responsibility for any loss or inconveniences caused by non-delivery at specified time.

Circumstances Beyond LEAN Control - LEAN shall not be liable for failure to deliver or for delay in delivery of all or any part of the products ordered herein by reason of any act of God, war, civil commotion, labor troubles, fire, explosion, windstorm, fire, reduced supply of raw materials, order of any governmental agency, or any cause whatsoever beyond the control of LEAN which interferes with the production, consumption, or transportation of said products.

Returned Products - Products shipped as ordered cannot be returned unless authorized by LEAN in writing, which authorization will be at LEAN's sole discretion. If returned merchandise is so authorized, the merchandise must be returned freight prepaid and a 25% service charge will apply.

Warranty: LEAN warrants its products delivered hereunder to be free from defects in materials and workmanship. This warranty shall run to buyer and/or its customers. This warranty shall not apply to any products sold hereunder which shall have been improperly installed or subjected to misuse or neglect or which has been repaired or altered except by LEAN's accredited representative, nor to any products which have been subjected to accident or misuse. No warranty is given with respect to any apparatus, instrument, component, software or accessory not manufactured by LEAN, or as to any products which are manufactured by LEAN but which is installed or otherwise subjected to usage with any apparatus, instrument, component, software, or accessory not manufactured by LEAN and not approved in writing by LEAN as appropriate for usage with the products sold thereunder. Except as expressly stated hereinabove, in this paragraph and notwithstanding anything to the contrary contained herein or otherwise, LEAN's products are offered and sold "as-is where-is," "with all faults" without any warranties, express or implied, of merchantability, fitness for a particular purpose, or of any other kind whatsoever pertaining thereto.

Limitation of Liability: LEAN's liability with respect to any claim of any kind for loss or damage arising out of, resulting from or concerning any aspect of the offering and sale, by LEAN of any products or services to buyer is expressly limited to whichever of the following measures LEAN, in its sole discretion, shall determine to be appropriate:

1. Repair of defective or non-conforming products;
2. Replacement of defective or non-conforming products;
3. Reperformance of any non-conforming services; or
4. Refund of the purchase price paid in respect of defective or non-conforming products.
5. LEAN's liability shall be applicable only if buyer provides notice of defect or non-conformance, and if applicable, such defective or non-conforming products as are returned to LEAN within twelve months of the date of shipment. The remedies provided hereinabove in this paragraph shall constitute buyer's sole and exclusive remedies for loss or damage arising out of, resulting from or concerning any aspect of the offer or sale by LEAN of its products or services to buyer, and LEAN shall not under any circumstances (whether as a result of breach of contract, breach of warranty, tort or otherwise) be liable to, and buyer shall defend, indemnify and hold LEAN harmless, as is permitted by applicable law, for any consequential, incidental, punitive, ememplary or other damages of any kind or manner, including without being limited to, loss of profits or revenues, loss of use of or damage to products or equipment, costs of capital or cost of substitute facilities or services, even if LEAN shall have knowledge of the possibility of such potential loss or damage and notwithstanding any failure of essential purpose of any limited remedy, to the fullest extent permitted by law. In addition, LEAN shall not be liable to buyer for and buyer shall defend, indemnify and hold LEAN harmless, to the fullest extent permitted by applicable law, with respect to any liability, loss, claim, damage or expense of any kind or nature caused or allegedly caused directly or indirectly by (a) the possession, use or performance of the products by buyer or buyer's employees, agents, affiliates or customers, and (b) injuries to persons occurring due to the acts or negligence of buyer and/or third parties. credit approval.

In order to establish a credit line (if requested by Buyer), Buyer hereby authorizes LEAN to check information submitted by Buyer as well as all other sources available and to answer questions about Buyer's credit experience.

LEAN reserves the right at any time to revoke any credit extended to Buyer because of Buyer's failure to pay for any products when due or for any other reason deemed good and sufficient by LEAN and in such event to insist upon (i) immediate payment of any outstanding invoices and (ii) payment prior to shipment of any remaining merchandise.