Terms And Conditions Of Sale

Period of Quotation: If not accepted by buyer within sixty (60) days from date of issue, Yellow Jacket quotation shall be void unless otherwise negotiated. Also, specifications are subject to change without notice.

Confirmation of Order: Buyers must provide Yellow Jacket with a written purchase order, letter of intent, or other pertinent documentation of order placed with Yellow Jacket. Agreed upon terms of payment, a down payment, product specifications with a completed Request for Quote Survey form and cancellation clause are to be summarized / included in writing (purchase order) prior to production scheduling.

Payment Terms:
A) Standard “110-Series” 87-Manual Model equipment is shipped with payment terms of NET-30 Days pending credit approval.
B) For “110-Series” 87-Semi Automatic Model equipment, 50% is billed upon receipt of a signed order and due upon receipt of invoice and the final 50% is billed upon shipment and due NET-30 Days pending credit approval.
C) For “Stinger-Series” equipment, 40% is billed upon receipt of a signed order and due upon receipt of invoice, 50% is billed forty-five (45) days and due fifteen (15) days prior to the originally scheduled ship date and the final 10% is due NET-30 Days.

Any deviation of seller’s confirmation is subject to approval by ITW-Yellow Jacket Credit Department and / or the General Manager.

NOTE: All Payments Must Be Mailed To:
Muller -Yellow Jacket
P.O. Box 71514
Chicago, IL 60694-1514

• Make checks payable to Muller-Yellow Jacket.

All Correspondence & Purchase Orders Must Be Mailed To:
Muller-Yellow Jacket
3465 N. Ridge Av. Suite 400
Arlington Heights, IL 60004

Delivery: Shipping or delivery date is approximate and all shipments will be made “F.O.B. - Shipping Point”. Yellow Jacket shall not be liable for delays and/or failures of delivery due to labor troubles or strikes, accidents, fire, flood, acts of God, and action by a governmental authority, beyond Yellow Jacket reasonable control.

Warranty: Yellow Jacket warrants its products to be free of defects in material and workmanship in accordance with agreed upon specifications and for ordinary applications. The application is to be mutually agreed upon whereas there is not misunderstanding resulting in misuse. This warranty does not apply to parts, which through normal use require replacement during the warranty period. Yellow Jacket liability under this warranty shall be limited to repair or replacement F.O.B. Yellow Jacket point of shipment. In no event shall Yellow Jacket be liable for labor or consequential damage. There Is No Implied Warranty By Yellow Jacket For Fitness Of Purpose.
**Terms And Conditions Of Sale**

Yellow Jacket (“Manufacturer”) warrants this machinery to be free from defects in material and workmanship under normal use and service and will replace at our plant free of charge any parts except normal wear items* thereof which shall, within one (1) year from the date of purchase, be demonstrated to be defective.

This warranty applies only to the original purchaser from Yellow Jacket or an authorized distributor. Repairs or installations (automatics only) made by anyone other than an Yellow Jacket technician or a factory trained representative shall void this warranty. Damage caused in transportation or any other delivery mode is not covered by this warranty.

**NOTE: A completed “Request for Quote Survey” form is required on all equipment.**

**All Machines:** It shall be the obligation of the purchaser, after receipt of a “Returned Material Authorization” (RMA) from the Manufacturer, to forward such parts, with transportation and/or mailing charges prepaid, to the Manufacturer or its designated authorized representative. Any parts or components of the machinery which prove to upon examination to be defective will be replaced or repaired by us and returned to you freight prepaid via ground transportation. This is in substitution for all other remedies and rights for defects in materials and workmanship. This warranty shall be void if the machinery is used or left outdoors or in locations where this machinery is exposed to wind, rain, snow or other adverse conditions for which the machine was not designed to operate in.

This warranty does not cover damage resulting from accidents, alteration, misuse or abuse, acts of God, or failure to follow proper operating instructions and only covers defects in material and workmanship. Damage caused in transportation or mailing is not covered by this Warranty.

Manufacturer makes no warranty of merchantability and no warranty of fitness for any particular purpose, nor does it make any warranty, express or implied of any nature whatsoever with respect to products sold by manufacturer or these thereof except as is specifically set forth on the face hereof even though it may have been negligent.

Manufacturer shall in no event be liable for direct, indirect, special, incidental, consequential or penal damages. Manufacturer makes no warranty of any kind, either express or implied, to consumers as that term is defined in the Magnuson-Moss Warranty – Federal Trade Commission Improvement Act.

*Normal wear items shall be those items as defined and located by the Service Center.

For any questions, please call Machine Services at 1-800-628-6787
Terms And Conditions Of Sale

Installation: Installation of systems and other equipment sold by Yellow Jacket, unless otherwise specified, shall be at the buyer’s expense. Yellow Jacket will not prepare the site for installation. Factory assistance is available. Prevailing fees will be summarized upon request.

Cancellation: On all canceled orders the buyer shall compensate Yellow Jacket for its performance, commitments, and damages as follows:

1. Normally stocked items – the buyer shall pay Yellow Jacket a cancellation fee of 25% of the purchase price.

2. Special items not ordinarily stocked – the buyer shall pay all engineering, labor and material costs used or committed to by Yellow Jacket plus 10% of the full purchase price. In no event shall the full amount exceed the purchase price.

Specials: Special items not considered as standard inventory by Yellow Jacket and/or manufactured by Yellow Jacket to buyer’s specifications or job requirements will become the sole property of the buyer and will not be accepted for return.

Confidentiality: During the course of our activities with you, we may furnish you or you may acquire through observation, materials, data, trade secrets, drawings, and other information regarding Yellow Jacket. You are aware, however, that Yellow Jacket asserts a proprietary interest in such Yellow Jacket information and considers it secret, patentable, and/or confidential.

Accordingly, you agree that you shall:

1. Maintain Yellow Jacket information in strict confidence.
2. Not use the Yellow Jacket information, however obtained, for your own benefit or disclose to third parties other than Yellow Jacket, without Yellow Jacket prior approval.
3. Neither acknowledge nor disclose, either directly or indirectly, to any third party other than Yellow Jacket without Yellow Jacket prior approval, that you have been consulted by Yellow Jacket in connection with this project.

Factory Start-Up: Equipment list price does not include required (if applicable) factory start-up. Please see the attached Service Rate Schedule.
Terms And Conditions Of Sale

Responsibilities

Customer’s:

1. Unload, unpack, and inspect the equipment for any freight damage (apparent or hidden). If there is damage, the Bill of Lading will need to be signed, noting the damage. You will then need to file all necessary freight claims with the appropriate carrier. All shipments are F.O.B. shipping point, and you are responsible for any damages in transit.

2. Remove all interfering equipment and clear the area where the equipment is to be installed.

3. Assemble/erect subject equipment.

4. Furnish electrical wiring and connections per system requirements.

5. Furnish any air and/or gas lines and connections if required.

6. Integrate with any existing up and/or down stream equipment if required.

7. Provide qualified technicians, operators, and maintenance personnel to start-up system.

8. Lag system to the floor.

Yellow Jacket’s:

1. Furnish equipment per quotation.

2. Be readily available to communicate with customer(s) to facilitate installation.

3. Provide one (1) hard copy manual of the machine documentation including schematics at no charge. An electronic format (CD) will also be provided that contains the same information as in the manual. Replacement or additional manuals and / or CD's can be provided at an additional cost upon request.

4. Service engineer available for factory installation/start-up supervision and training of personnel at prevailing rates and expenses. Factory installation/start-up requires scheduling. Please call 800-628-6787 for details.
# 2014 SERVICE RATE SCHEDULE

Effective 1/1/14

**ITW Muller Service Agreement and ITW Film user Customers Discounted Rates**

### On-Site Hourly Service Rates (per hour)
- Monday – Friday (normal business hours = 8:00 a.m. – 5:00 p.m.) $107.00
- Over eight (8) hours or outside normal business hours $159.00
- Saturday $159.00
- Sunday $219.00

### Travel Rates (per hour)
- Monday – Friday (normal business hours = 8:00 a.m. – 5:00 p.m.) $107.00
- Over eight (8) hours or outside normal business hours $159.00
- Saturday $159.00
- Sunday $219.00

*The above rates require two (2) weeks notice for installations and equipment servicing.*

**Standard Rates**

### On-Site Hourly Service Rates (per hour)
- Monday – Friday (normal business hours = 8:00 a.m. – 5:00 p.m.) $127.00
- Over eight (8) hours or outside normal business hours $190.00
- Saturday $190.00
- Sunday $253.00

### Travel Rates (per hour)
- Monday – Friday (normal business hours = 8:00 a.m. – 5:00 p.m.) $107.00
- Over eight (8) hours or outside normal business hours $164.00
- Saturday $164.00
- Sunday $219.00

*The above rates require two (2) weeks notice for installations and equipment servicing.*