



Hutchinson/Mayrath

A Division of GLOBAL Industries, Inc.

**2012
Product
Catalog
(C.E.)**

Effective December 1, 2011

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A Division of **GLOBAL Industries, Inc.**

POLICIES AND PROCEDURES

- PRICES:** Prices in effect at time of shipment will apply. Prices are subject to change without notice. All prices are F.O.B. Clay Center, Kansas. Orders shipped from locations other than Clay Center, Kansas will be subject to additional charges, such as back freight and/or additional freight.
- SERVICE CHARGE:** A service charge will be assessed on all past due balances as permitted by state law not to exceed 1-1/2% per month.
- MINIMUM ORDER:** Processing and handling costs necessitate a minimum charge of \$15.00 net on all orders.
- BACK ORDERS:** Back orders will be shipped as they become available. Contact Hutchinson/Mayrath Customer Service for alternative shipping options or if cancellation is desired.
- DAMAGED GOODS:** It is the consignee's responsibility to check all shipments thoroughly upon receipt of goods. If any damage is discovered, it must be noted on the freight bill of lading before signing. The consignee must make necessary claims against the respective freight line. All damage claims must be submitted within 30 days of delivery receipt.
- SHORTAGES:** All shortages must be noted at time of delivery receipt. Shortages must be noted on the freight bill of lading before signing. Hutchinson/Mayrath must be advised of all concealed shortages upon discovery. Once notified of concealed shortages Hutchinson/Mayrath will advise corrective action to be taken.
- RETURN OF GOODS:** All returns must be approved by Hutchinson/Mayrath prior to shipment. All return requests will be issued a return authorization number. **NO RETURNS WILL BE ACCEPTED WITHOUT A RETURN AUTHORIZATION NUMBER AND PRIOR AUTHORIZATION FROM THE FACTORY.** All returns must be shipped prepaid. A 15% restocking charge will be applied to all returned merchandise. Custom Products may not be returned for credit. Only current products in new and salable condition may be returned. No safety devices may be returned for credit.
- MODIFICATIONS:** It is the policy of Hutchinson/Mayrath to improve its product whenever possible and practical to do so. We reserve the right to make changes, improvements and modifications at any time without incurring the obligation to make such changes, improvements and modifications on any equipment sold previously.
- LIMITED WARRANTY:**
- (a) For a period of (1) year after receipt of goods by the original consumer buyer, Hutchinson/Mayrath will supply free of charge replacement parts for parts that prove defective in workmanship or material. Defective parts must be returned freight prepaid to a specified Hutchinson/Mayrath location. Only Hutchinson/Mayrath original repair parts may be used for warranty repairs.
 - (b) This limited warranty does not extend to parts designed to wear in normal operation and be replaced periodically; or to damage caused by negligence, accident, abuse or improper installation or operation.
 - (c) **GOODS NOT MANUFACTURED BY HUTCHINSON/MAYRATH CARRY ONLY THE MANUFACTURER'S WARRANTY.**
 - (d) **THIS UNDERTAKING IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

FAILURE TO FOLLOW THE INSTRUCTIONS CONTAINED IN THE OWNER'S & OPERATOR'S MANUALS AND THE ITEMS LISTED BELOW WILL RESULT IN THE VOIDING OF THIS LIMITED WARRANTY.

- 1) Improper assembly, including failure to properly install all safety equipment.
- 2) Improper installation (power & wiring included).
- 3) Unauthorized alterations of goods.
- 4) Goods operated when obviously in need of repair.
- 5) Use of unauthorized repair parts.
- 6) Irresponsible operation.
- 7) Used to handle materials other than free flowing, non-abrasive and dry materials, as intended.
- 8) Damaged through abusive use or accident.

LIMITATION OF LIABILITY: BUYER AGREES THAT IN NO EVENT SHALL HUTCHINSON/MAYRATH HAVE LIABILITY FOR DIRECT DAMAGES IN EXCESS OF THE CONTRACT PRICE OF THE GOODS IN RESPECT OF WHICH CLAIM IS MADE. BUYER FURTHER AGREES THAT IN NO EVENT SHALL HUTCHINSON/MAYRATH ON ANY CLAIM OF ANY KIND HAVE LIABILITY FOR LOSS OF USE, LOSS OF PROFITS, OR FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.