



Metzgar Conveyor Co. Catalog v12.05

**Metzgar Conveyor Company
901 Metzgar Drive N.W.
Comstock Park, MI 49321-9758
Phone (616) 784-0930
Fax (616) 784-4100
www.metzgarconveyors.com**

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Minimum Billing Charge

Minimum Billing Charge Is \$75.00 Net. When Orders Are Received Totaling Less Than This Net Amount, Metzgar Will:

1. Process The Order At The Minimum Charge of \$75.
2. Increase The Quantity Of Items Ordered To Equal The Minimum Charge.
3. Ship Items UPS - C.O.D.
4. Cash With Order Is Acceptable.
5. Bill One Of The Following Credit Cards - Visa, MasterCard, American Express, or Discover (5% Charge to cover expense of credit card).

Change Orders

Orders That Are Changed After The Order Has Started Being Processed Will Be Charged:

- ◆ \$50.00 Handling Charge.
- ◆ Price Adjustment For The Increase Or Decrease In Equipment Ordered.
- ◆ Engineering Time Incurred At Current Hourly Rate.

Cancellation Charge

Minimum Cancellation Charge Is \$75.00 Net For Orders Canceled Prior To Material Purchased Or Labor Incurred. Orders Canceled Prior To Shipment Will Be Charged:

- ◆ \$75.00 Handling Charge.
- ◆ Re-Stockable Material At 50% Of Net Price.
- ◆ Non-Stockable Material At Full Value At Time Of Cancellation.
- ◆ Engineering And Labor Cost Incurred At The Current Rate At Time Of Cancellation.

Special Paint Charge

\$200.00 Net Plus 2% Of Mechanical Equipment Net Price Must Be Added For A Special Color Of Our Standard Type Paint, Independent Of Who Supplies The Paint. Cost Of Paint Extra. A Special Paint Request Will Be Priced At Time Of Quotation Request. Color Sample MUST Be Provided At Time Of Order. Colors By Name Or Mixtures Will NOT Be Acceptable.

Returned Merchandise

Returned Materials Will Only Be Accepted If Prior Written Authorization Has Been Obtained From The Factory. Credit Will Be Issued For The Returned Merchandise From One Of The Two Following Categories. Percentage Is Based On Merchandise Received In A Saleable Condition. Merchandise Received In Damaged Condition Will Be Charged The Appropriate Percentage, Plus Our Cost To Restore Merchandise To Saleable Condition. Materials Purchased That We Are Able To Return To Our Suppliers Will Be Returned And Restocking Charges Will Be Passed On. Non-Returnable Items Will Be Charged At Full Value. All Equipment Must Be Freight Prepaid Or This Equipment Will Be Rejected.

- ◆ Standard Equipment: Supports, Rollers, Gravity Sections, Etc., 20% Restocking Charge Of The Net Price.
- ◆ Others: 75% Restocking Charge Of The Net Price.

Design And Application Responsibility

The Metzgar Conveyor Company Will Take Responsibility For The Design And Application Of The Equipment When:

- ◆ The Information Submitted By The Distributor Is Accurate, Current, And Complete.
- ◆ An Accurate Description Of Operations Provided.
- ◆ The Equipment Is Installed In Accordance To The Layout Drawing And According To Metzgar Installation And Maintenance Standards And The Equipment Is Utilized In A Manner That Is Consistent With What Was Quoted Or Ordered.
- ◆ The Equipment Is Utilized In An Operation Such As Provided In The Description.
- ◆ We Have Acknowledged This Responsibility In Our Proposal.

Discontinued Lines And Revisions

The Metzgar Conveyor Company Reserves The Right, At Any Time, To Discontinue The Manufacture Of Or Sale Of, Or To Revise, Or Modify Any Product Or Price Or Part Thereof Without Notice Or Without Incurring Any Liability Whatsoever.

Sales Literature

Sales Literature is available for download from the Metzgar Conveyor Website.

www.metzgarconveyors.com

Printed copies are available by request.

Terms Of Payment

Our Standard Terms For Current Distributors With Clear Accounts Are Net 30 Days From Invoice Date. We Will Charge A Carrying Charge Of 1-½ % Of The Outstanding Balance Per Month (Or Any Portion Thereof) On Any Past Due Accounts. Orders For Equipment From Past Due Accounts Will Be Held Until Payment Arrangements Have Been Made. We May Occasionally Request A Down Payment On Systems, Or Sizable Orders.

Metzgar Conveyor Company

Conditions Of Sale:

1. No Sales. Use. Excise, Occupational Tax or other state or municipal tax has been included in the contract price unless separately shown, and the Purchaser hereby assumes and agrees to pay and/or reimburse the Seller for any of the above taxes attaching to or arising out of this transaction. The Purchaser, if any, shall pay duty.
2. The Seller shall not be required to furnish any safety devices except those specified herein, whether specified by law or otherwise. Transmission guards are three-sided unless otherwise stated.
3. The Seller warrants the material and workmanship entering into the construction of the within specified equipment to be suitable for the purpose stated herein and any parts proving defective in workmanship or material within twelve (12) months from date of shipment will be duplicated without charge f.o.b. factory by the Seller to be installed at the expense of the Purchaser, provided the Purchaser gives immediate notice in writing and the examination proves the claim and the parties expressly agree that no other claim for labor or damages will be made.
4. There are no warranties whether oral, written, expressed or implied, except as stated herein. The liability of Seller arising out of the supplying of the within specified equipment or its use, whether on warranties or otherwise, shall not in any case exceed the cost of replacing defective parts in the equipment, and at the expiration of twelve (12) months from the date of shipment all such liability shall be terminated. The Seller shall not in any event be liable for indirect or consequential damages, nor for broken or damaged merchandise. Warranty claims for motor controls, couplers, varispeed drive assemblies, reduction units, chains, sprockets, bearings, cylinders, valves and electrical equipment must be made directly to the respective representative or distributor in the area into which Metzgar products are sold.
5. The Seller shall not be held responsible for work done, material furnished or repairs made by others unless agreed to in writing. The Seller reserves the right of performing or superintending any necessary repair work incident to putting the machinery in operation.
6. It is understood and agreed that materials, packages or containers as specified are to be in a condition which will permit of their being properly handled on the conveyor system.
7. To assure a long and trouble free life of each piece of equipment, proper maintenance is necessary. The frequency of required inspection and maintenance is dependent upon the actual hours of operation rather than the age of the equipment. Buyer and its assigns assume full responsibility for maintenance of the equipment which is the subject hereof and Seller not be responsible for damage resulting from abuse of equipment or from lack of preventive or general maintenance.
8. The Seller will not be liable for any loss, damages, or delays due to transportation or any loss, damage, detention or delays caused by fire, strike, civil, or military authority, insurrection, riot or any other causes beyond its reasonable control, and Purchaser agrees to accept shipment, provided said delay does not extend sixty (60) days.
9. The Seller reserves the right under this contract to consign the material and equipment covered by it either to the Purchaser direct or to the order of the Metzgar Conveyor Company in care of the Purchaser.
10. Conditions herein constitute the sole agreement between the parties and no verbal or written communications other than those contained herein shall be binding upon the parties herein.
11. The Purchaser shall provide any pay for all necessary public inspection, license and building permits, and assume full responsibility for compliance with all codes.
12. This quotation, when signed by Purchaser and accepted by the Seller, constitutes, a binding contract of sale, not subject to cancellation except by the Seller, when unable to obtain material for manufacture of equipment sold.
13. Order resulting from this quotation is subject to credit approval by Metzgar Conveyor Company. If at any time in Seller's judgment Buyer's credit standing has been impaired, Seller may withhold delivery of any material called for hereunder, until satisfactory case or credit arrangements have been established.
14. The Seller's responsibility ceases with the delivery of merchandise in good order to transportation companies. The Purchaser must make claims for shortage or damage on shipments against the carrier. The time of delivery is the date of shipment from the factory or warehouse, and in the event of any delay in delivery caused by conditions beyond our control, we will not accept any liability nor will we be able to accept cancellation unless a settlement has been agreed upon between the Seller and Purchaser.
15. Material may not be returned to the Manufacturer without the written consent of the Manufacturer. A restocking charge will be made whenever the responsibility for returned goods lies with the Purchaser.
16. Customer to hold Metzgar harmless for any liabilities incurred from modifications or changes to the conveyor as originally provided.

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Equipment Warranty:

The Metzgar Conveyor Company warrants that the equipment shall be free from defects in material and workmanship and that the equipment is of good quality and will be furnished in accordance with the specifications stated.

Metzgar's obligation under this warranty is limited to repairing or replacing any part F.O.B. Comstock Park, Michigan, or correcting any workmanship which shall be demonstrated to have been defective within one year from date of shipment or prior to 2080 hours of use, whichever occurs first, provided the purchaser gives Metzgar immediate notice in writing and examination proves the claim that such materials or parts were defective when originally furnished. Unless otherwise expressly agreed to by Metzgar, purchaser shall bear the expenses of installation of such parts.

Use of equipment with corrosive or abrasive materials or chemicals, or operating equipment in extraordinary dampness or temperatures, shall not be deemed attributed to defectiveness of materials or workmanship.

Metzgar neither assumes nor authorizes any other person to assume for them, any other liability, in connection with the equipment furnished or its installation including, without limiting the generality of the proceeding liability, for loss of products, production, equipment, or profits and liability for consequential damages or any damage to person or property.

Metzgar does not warrant components manufactured by others. However, the manufacturer's warranty will apply for service on motors, reduction units, controls, electrical units, air or hydraulic cylinders, etc. Contact the local authorized service representative of the manufacturer. If none is available in your local area, contact the Metzgar distributor or the Metzgar factory. Metzgar will not be responsible for units that have been tampered with or dis-assembled by anyone other than the authorized representative.

Occupational Safety and Health Act:

With respect to the Occupational Safety and Health Act of 1970, it is understood that detailed regulations applicable to conveyors and other equipment covered by this proposal are presently under consideration by the appropriate federal authorities and may be promulgated prior to completion of this project. The specifications in our proposal contemplate only inclusion of Metzgar's current standard safety devices and practices. If regulations under OSHA are issued prior to completion and require any changes in these specifications, Metzgar will make changes, and the additional price thereof will be added to the purchase price. Time for completion shall be extended for the additional time required to make such changes. If such regulations are issued after completion, or if any changes are due to conditions of use in the field, such changes will be your responsibility. However, Metzgar will be pleased to meet with you to review any problems which you identify and will give priority to any additional equipment or service required by you, covered by additional purchase orders to the Metzgar Conveyor Company.

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