

## **NOTICE**

1. For a period of six (6) months after delivery of the material or equipment to purchaser or lessee, Birmingham Rail and/or Stucki Locomotive Services shall warrant that such material or equipment is free from proven defect, nonconformity, or insufficiency. In the event of any defect in, nonconformity, or insufficiency of the material or equipment covered by this invoice, the remedy for breach of any express or implied warranty, for negligence of Birmingham Rail and/or Stucki Locomotive Services or for any other cause shall be limited to:

- a. Repair or replacement by Birmingham Rail and/or Stucki Locomotive Services of any material or equipment which is defective, insufficient, or nonconforming.
- b. Or at Birmingham Rail and/or Stucki Locomotive Services' option, repayment of the purchase or rental price upon return of the goods by purchaser or lessee to Birmingham Rail and/or Stucki Locomotive Services.

The warranty provided above is in lieu of all other warranties (except those of title), express or implied, and there are no warranties of merchantability or fitness for a particular purpose.

2. Customer claims for shortages of material or damages during shipment must be made immediately upon receipt of goods, at time of delivery. Claims must be accompanied by necessary documents to substantiate claim, including but not limited to notation(s) of missing or damaged items on the accompanying Delivery Receipt / Bill of Lading with date and legible signature of person receiving material. In addition, Customer must notify seller immediately and forward such documents to seller for claims processing.

Outgoing freight is limited to commercial locations. Redeliver, appointments, driver assist, lift gate, construction sites or residential deliveries, etc. may incur additional charges which buyer will be responsible.

Legibly signed and dated Delivery Receipt / Bill of Lading without noted exceptions by the customer as described in above paragraph, indicates shipment is received and accepted as is and complete, without damage. Therefore, payment in full is due as indicated on the terms of this invoice.

3. No material should be returned without seller's return authorization number (RMA) and instructions for returning such material. A minimum of 15% restocking fee, or greater, will be charged on all returns for credit. The cost of returning such material or equipment to Birmingham Rail and/or Stucki Locomotive Services shall be borne by purchaser or lessee.

4. In no event shall Birmingham Rail and/or Stucki Locomotive Services be liable for downtime expenses, loss of use or other incidental, consequential, or specific damages for any reason.

5. If the invoice amount is \$10,000 or greater and paid by credit card Customer will be charged a fee of 2.5% at time of payment.

In the event of default Purchaser agrees to pay all collection costs, including interest, attorney's fees, litigation expenses, and court costs, incurred by seller in collecting any amount of this invoice which is past due.

6. It is the customer's responsibility to inform Birmingham Rail and/or Stucki Locomotive Services at time of purchase of their Sales/Use Tax liability or exemption thereof. If Sales/Use Tax is not included on the invoice, it is the customer's responsibility to remit such tax to their appropriate local jurisdiction(s).