

## TERMS AND CONDITIONS

### PRICES AND CONDITIONS

All manufactured products (standard and engineered to order), are painted to the customer's purchase order specifications. All orders are painted to order and then processed for shipment. The prices and specifications for Shure Manufacturing Corporation shown herein are subject to change without notice, except when covered by specific contracts. Prices in effect at the time of shipment will apply. All orders are subject to acceptance by Shure Manufacturing Corporation, and availability of materials. Orders may be subject to strikes, accidents, material shortages, government actions, civil disturbance, plant calamities or disasters, acts of God and any other delays unavoidable or beyond our control. Clerical errors are subject to corrections. Ordered items may be subject to cancellation by Shure Manufacturing Corporation without notice.

### QUOTATIONS

All quotations made are informational only and do not constitute a contract. The prices and products in all quotations are based upon Shure's understanding of the customer's specific equipment requests. Clerical errors are subject to correction.

### TAX

Federal, municipal, state sales and/or use taxes will be charged where applicable unless your tax exemption certificate ID is furnished to us.

### CREDIT TERMS

Regular terms of sale are cash in advance. However, a customer's credit rating or credit experience may be satisfactory for open account transactions. New customers wishing to apply for an open account should contact Shure to receive a credit application. Allow sufficient time for credit processing. Minimum order charge is \$15.00. Shure will accept credit cards (Visa & MC only), and all credit card charges in excess of \$3,000 will be subject to a 3% convenience charge.

### DEPOSIT REQUIREMENT

Shure Manufacturing Corporation orders may require an advance payment deposit. Shure's quotations will specify deposits required for the order.

### International Credit Terms

International exports will require full payment in advance of shipment unless otherwise negotiated and agreed to in writing by Shure.

### CUSTOMER INITIATED ORDER REVISIONS

Customer initiated order revisions will be reviewed on a case-by-case basis to determine

If additional charges or manufacturing lead time extensions are required. Contact your Shure Regional Sales Manager with any questions regarding order revisions.

### CUSTOMER INITIATED SHIPPING DELAYS

Customer initiated shipping delays within 14 days of the originally established shipping date will result in an invoice issued for payment. The invoice will be issued on the originally established shipping date with actual freight charges to be billed after the order is shipped. Additionally, storage charges will apply for all orders delayed greater than 14 days from the originally established shipping date.

### SHIPMENTS

All shipments are made F.O.B. Shure Manufacturing Corporation, 1901 West Main Street, Washington, MO 63090. Transportation charges will be prepaid and added to the invoice unless otherwise requested and agreed upon. A service charge will be added for all prepaid shipments. On occasion it may be necessary to back order certain items. Shure will not assume any responsibility for additional transportation charges.

### CANCELLATIONS

All Shure Manufacturing Corporation's product lines are considered "Custom Manufactured". Once these orders are placed in Shure's manufacturing production schedule, they are non-cancelable. Orders that are shipped are non-returnable. Shure Manufacturing Corporation reserves the right to assess any cancellation charges or forfeiture of any advance deposits.

### Title and Risk of Loss

Title and risk of loss passes to Buyer upon delivery of the goods at the delivery point. As collateral security for the payment of the purchase price of the goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Missouri Uniform Commercial Code.

### Request for a Return of Goods

Shure will not accept any returned shipments without pre-authorization by Shure. Requests to return products will be reviewed and determined

on a case-by-case basis. All Shure orders are painted to customer's purchase order specifications and generally "configured" to the customer's facility requirements. Any authorized returned products are subject to a restocking and handling charge, plus any necessary repair and/or refurbishing costs. There are absolutely no cash refunds. Any authorized refunds will be issued as a credit. Any authorized return shipments must be shipped directly to Shure's Washington, Missouri location freight prepaid.

### DAMAGED SHIPMENTS

All Shure products are carefully and securely packed in accordance with carrier requirements. All shipments are made F.O.B. Shure Manufacturing Corporation, 1901 West Main Street, Washington, MO 63090. The following points should be considered by the accepting party upon delivery: 1) All shipments must be examined prior to acceptance from the freight carrier. If there is any evidence of damage or shortage, insist that the delivering carrier make suitable notation to that effect on the freight bill before signing. 2) If, after receipt of shipment concealed damage is discovered, notify the carrier immediately. Caution: when you give the delivering carrier a clear receipt for a shipment in which there is damage or shortage, the carrier will consider it relieved of further responsibility. 3) Any claim for damage, shortage, loss or delay must be filed by you with the delivering carrier within ten days of receipt of shipment. Your recourse from this point forward is with the delivering carrier.

### DELIVERY INTERVAL

Shure Manufacturing Corporation is committed to providing high quality products and appreciates receiving purchase orders with sufficient production lead-times. All Shure Manufacturing Corporation products are considered "Custom Manufactured" as all products are painted to order. Manufacturing and production lead times and deliver intervals vary by product type, quantity ordered and current production schedule. Requests for expedited delivery intervals will be evaluated on a case-by-case basis and are dependent upon product type, quantity ordered and current production schedule.

**Note:** Product design and specifications of all products in this catalog or quote are subject to change without notice.

### INVOICE PAYMENT

Shure invoices are payable in US Dollars.

### LIFETIME PRODUCT WARRANTY

Shure warrants to the purchaser of this product a lifetime warranty.

*Request warranty statement for specific conditions*