

## TERMS AND CONDITIONS

In using this website or placing an order with Burt Process Equipment, you are deemed to have read and agreed to the following terms and conditions:

## **PRIVACY STATEMENT**

We are committed to protecting your privacy. Authorized employees within the company on a need-to-know basis only use any information collected from individual customers. We constantly review our systems and data to ensure the best possible service to our customers.

#### CONFIDENTIALITY

Client records are regarded as confidential and therefore will not be divulged to any third party unless legally required to do so to the appropriate authorities. We will not sell, share, or rent your personal or company information to any third party or use your email address for unsolicited mail. Any emails sent by our company will only be in connection with the provision of agreed services and products.

#### **SECURITY**

Sensitive information, like credit card numbers, are encrypted during the checkout process and are not stored on our system. This information is only used by the banks and credit card companies to process your order. Do not send credit card information by email; it is not safe to do so.

#### ORDER CANCELLATION

Cancellation requests follow the policy of the manufacturer. If cancelable a restocking fee may be applicable. Please contact <a href="mailto:customerservice@burtprocess.com">customerservice@burtprocess.com</a> or call 203-287-1985 for product specific terms.

## **RETURNS**

Return requests will follow the manufacturer's policy; restock fees may apply. Return shipping costs are the responsibility of the buyer. All returns must have a Return Material Authorization (RMA) number. Please contact us at <a href="ma@burtprocess.com">rma@burtprocess.com</a> or 203-287-1985 to request a return. Please provide your order number, items to be returned and a brief explanation. Refunds and credits are issued only after inspection and acceptance of the items. All items returned must be in their original, intact packaging.

**Defective Items:** All our items carry the manufacturer's warranties. Please call 203-287-1985 or email <a href="mailto:customerservice@burtprocess.com">customerservice@burtprocess.com</a> for product specific warranty information.

Shipment Terms: Ex works - FOB: Origin. If your items were damaged in shipment, contact our Customer Service Team at 203-287-1985 or <a href="mailto:customerservice@burtprocess.com">customerservice@burtprocess.com</a> within 15 days of receipt. We can file the damage in transit claim on your behalf for UPS shipments. If you are unable to await the resolution of the transit claim a new Purchase order can be submitted. Credit would be issued upon approval of a UPS Transit claim. Pictures of the shipping label, packing material, package and product damage will be required for us to facilitate the claim. Non-UPS and palletized shipments are the recipient's responsibility to file the claim. Palletized shipments are not insured – please provide written notice at time of order placement if you wish to insure your shipment.

## PRICES

All prices and shipping costs are subject to change without notice. We reserve the right to correct prices and shipping costs before shipments are made and after notifying the customer for approval. For online orders palletized shipments will need to be quoted unless a Freight Collect carrier is notated. Orders are shipped only after approval by our management.

# **PAYMENT**

We accept Visa, Master Card, American Express and Bank Fund Wire Transfers. Credit cards are charged at the time the order is placed. Orders will be shipped after Bank Transfers have been completed and items are in stock. You must select the Bank Fund Transfer fee on the Shopping Cart page before advancing to the checkout page. **Bank Fund Transfer Instructions** 

# **SHIPPING**

We offer shipping by UPS, FedEx, DHL International or Truck. Customers are welcome to provide us with their Collect account or Freight account if they so choose. Orders with backordered items will be held until they can be shipped complete. Partial shipments requests are available upon request; additional shipment fees may apply. Our company does not assume responsibility for lost or damaged shipments. No recourse or reimbursement is available from our company for these shipments.



## **SALES TAX**

All orders shipped to California, Connecticut, Maryland, Massachusetts, New Jersey, New York, North Carolina, Ohio, Pennsylvania, and Rhode Island are subject to state sales tax. The zip code used for the ship-to address determines the sales tax rate.

If your company has tax-exempt status, you are required to provide a tax-exempt certificate before an order will ship. Please email it to: customerservice@burtprocess.com with reference to your order number.

## COOKIES

Like most interactive websites, our shopping cart uses cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting. This allows you to browse through the shopping cart without losing track of your cart items.

#### LINKS TO THIS WEBSITE

You may not create a link to any page of this website without our prior written consent. If you do create a link to a page of this website, you do so at your own risk and the exclusions and limitations set out will apply to your use of this website by linking to it.

#### LINKS FROM THIS WEBSITE

We do not monitor or review the content of other party's websites which are linked to/from this website. We encourage our users to be aware when they leave our site and to read the privacy statements of these sites. Our company will not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal information.

#### **COPYRIGHT NOTICE**

Copyright and other relevant intellectual property rights exist on all text relating to our company's services and the full content of this website. Our company's logo and the logos of the companies listed on this website as well as brand names and specific services are all registered trademarks.

## DISCLAIMER

The information on this website is provided on an "as is" basis. To the fullest extent permitted by law, our company excludes all representations and warranties relating to this website and its contents, including in relation to any inaccuracies or omissions in this website and/or our company's literature. Also excluded, is all liability for damages arising out of or in connection with your use of this website. This includes, without limitation, direct loss, loss of business or profits, damage caused to your computer, computer software, systems and programs and data thereon or any other direct or indirect, consequential, and incidental damages.

These Terms and Conditions form part of the agreement between the customer and Burt Process Equipment. Your accessing of this website and/or placing an order with our company, indicates your understanding, agreement to and acceptance of these Terms and Conditions.

# **CONDITIONS OF SALE**

MINIMUM ORDER: The minimum order acceptable is \$25.00 net billing.

PRICES: Prices are based on standard domestic packaging and do not include special export packaging or other requirements.

**CREDIT INFORMATION:** Open account billing is extended to firms with established credit ratings. Please request a credit application. Any account not approved by our Credit Department may order C.O.D. or by credit card.

**TERMS:** Net 30 Days upon approval.

DELIVERY: We are staffed to handle most order promptly from our large inventory. ALL SHIPMENTS WILL BE

F.O.B. OUR PLANT UNLESS OTHERWISE SPECIFIED.

RETURNS AND CLAIMS: CLAIMS FOR SHORTAGE MUST BE MADE WITHIN 10 DAYS AFTER RECEIPT OF GOODS.

Claims for goods damaged or lost in transit should be filed with the carrier. RETURNS WILL NOT BE ACCEPTED WITHOUT WRITTEN PERMISSION.

**TECHNICAL INFORMATION:** Information on corrosion, pressures and temperatures may be used as a guide and as a basis for recommendations and should not be interpreted as a guarantee. To be certain of results, materials should be tested under actual service conditions.

Pictures on Website are for visual aide only and may not be a direct representation of the actual product.



# LIMITED PRODUCT WARRANTY

All products not manufactured by Burt Process Equipment carry the original manufacturer's warranty. Copies are available on request. All products manufactured by Burt Process Equipment will be free of defects in material and workmanship for a period of 90 days from shipment from Burt Process Equipment. If found to be defective by us, we will repair or replace the nonconforming parts or goods at our option or return the purchase price at our option. Notice of a defective product must be given to Burt Process Equipment in writing immediately upon the discovery of such defect and include a copy showing proof of purchase. Burt Process Equipment will not be liable for special or consequential damages in any claim, suit or proceedings arising under this warranty, nor will Burt Process Equipment accept any liability for claims for labor, loss of profit, repairs, or other expenses incidental to replacement. The product Warranty expressed above is our only warranty and may not be verbally changed or modified by any representative of Burt Process Equipment. The offer to repair or replace nonconforming goods within warranty does not cover defects caused by shipping damages, damages caused by improper use of installation, or by the buyer's attempts to use products beyond their mechanical, thermal, or electrical capacity. All freight costs incurred in shipping parts to or from Burt Process Equipment or to the manufacturer, if necessary, are at the expense of the customer.