



Standard Terms and Conditions

Quotation and Payment Terms

- **Quotation Validity:** 60 days from the date of issue.
- **Payment Terms:** Net 30 days unless otherwise agreed to between customer and Baker. We reserve the right to 1.5% monthly charge (18% APR) will be applied to overdue accounts.
- **Taxes:** Prices do not include applicable taxes. Please provide a valid tax-exempt certificate for the state where the order will be shipped if applicable.

Extension of trade credit:

Upon receipt and acceptance of Customer's purchase order, Baker will perform due diligence to extend the credit necessary to cover current and future orders, in addition to open invoices, if applicable. There is no guarantee that credit will be extended, and Customer may be required to prepay an amount up to the full order balance. Examples of due diligence procedures include, but not limited to, contacting trade references, reviewing financial statements (or requesting statements if not publicly available), internet research, and obtaining business credit score ratings. Baker requires a minimum deposit of 30% for orders equal or greater than \$250,000 within 30 days of receipt of purchase order. Engineered orders over \$50,000 require a minimum deposit of 30% within 30 days of receipt of signed approval drawings.

*****ATTENTION PURCHASING: The invoice includes a line total for each configured unit price quotation. Please submit purchase orders in this same manner to avoid confusion and delays between purchase order and invoice. Email purchase orders to bakerco@bakerco.com to ensure fast processing**

Delivery

- **Quoted freight prices are estimates. Actual freight cost is added to final invoice. Taxes are not included in prices. If applicable, please provide tax exempt certificate of delivery address.**
- We will make a good faith effort to meet requested delivery date. Date is contingent upon the timely receipt of purchase order, approval drawings (if required), production schedule/component lead time at the time of order. To avoid delay, please reference Baker quotation number on your purchase order.
- If your facility is not ready, we require notice of new acceptance date at least six weeks before current delivery date. If we do not receive notice, storage charges will apply.
- Once all order requirements are received, Baker can provide a scheduled ship date upon request.
- To avoid confusion, please reference your Baker quotation number on your purchase order.

Cancellations and Returns

All Baker products are made to order. Cancellations will be assessed as follows:

- **Standard Products** (no additional engineering): Minimum 15% restocking fee.
- **Non-Standard Products** (custom options or engineering performed): Minimum 15% restocking fee plus applicable engineering hours and non-standard inventory costs.
- Any units that have shipped or been stored are **non-cancelable**. Returns for defective products or shipping damage are exempt from this policy.
- **Baker-Manufactured Spare Parts:** Minimum 15% restocking fee and up to 50% (part specific).
- **Non-Manufactured Spare Parts:** Minimum 15% restocking fee.



- Spare parts may be returned within 30 days of original shipment if they are in “like-new” condition and in original packaging.
- Baker does not accept returns for convenience of any finished goods product.

Shipping Damage

Unless otherwise agreed to in writing prior to order placement, The Baker Company's standard terms and conditions apply.

- Shipping Terms: FOB PP&A.
- If a loading dock is not available, please notify The Baker Company so that a lift-gate truck can be arranged (additional charges apply).
- Inside delivery is available for an additional fee and must be coordinated directly with the shipper. A receiving contact at your institution must be provided.
- Any changes to the original quote or schedule may result in additional fees.
- Prior to shipping, a site walk-through must be conducted to assess the delivery path and measure any restrictions to ensure the equipment can be moved through. This information must be documented in the Site Assessment Form.

Standard Warranty

The Baker Company, Inc. expressly represents and warrants that all goods:

- Are as specified and described in The Baker Company catalogs and literature. Distributed products are covered under the original manufacturers' warranties.
- Are free, under normal use, service, and testing (as described in the catalogs and literature), from defects in material and workmanship for the stated warranty period.



Exclusions:

- Wear items (e.g., bulbs, gloves, filters, etc.) are not covered under this standard warranty.
- The warranty does not apply to damage or failure caused by improper use, installation, service, or testing.
- Equipment Modification: Seller reserves the right to make any changes in the design or construction of Seller's Products without incurring any obligation to make any updates or changes whatsoever in the Covered Equipment under the mutually agreed Sales Order. Buyer agrees to allow Seller, at its expense and option, to make retrofits or design changes which improve product reliability, but do not change its performance characteristics and forfeit NSF, UL or other relevant certifications. Any Buyer requests to modify or add devices or accessories to Covered Equipment that are not manufactured by Seller are outside the scope of the Support Plans and covered Support Services.

Exclusive Remedy:

If a product is found to be defective in material or workmanship during the warranty period, The Baker Company will, **F.O.B. Sanford, Maine**, provide—at no charge—either:

- Repairs to the defective part or equipment, **or**
- A replacement part or equipment.

No claims may be made for **incidental or consequential damages**.

Warranty Limitations:

This warranty is **in lieu of all other warranties**, express or implied, including any implied warranties of merchantability or fitness for a particular purpose, unless otherwise agreed to in writing and signed by authorized Baker management.

**Policy Authority:**

This document supersedes all previously published warranty policies. Any deviation from this policy must be in writing and approved by authorized Baker management.

Address Purchase Orders To:

The Baker Company
175 Gatehouse Road
Sanford, ME 04073
Fax: (207)324-3869

Remit To Address:

The Baker Company
P.O. Box 845005
Boston, MA 02284-5005