



# Terms & Conditions of Sale

## I. GENERAL

- A. Customer purchase orders are binding only after written acceptance by WIKA Instrument Corporation. Verbal orders are not accepted.
- B. Prices are effective from date of publication and are subject to change without notice.
- C. WIKA Instrument Corporation reserves the right, without prior notice, to:
  - a) Change and/or revoke any price.
  - b) Change and/or revoke any provisions contained herein.
  - c) Discontinue shipments to any customers.
  - d) Resolve any inconsistencies, conflicts or ambiguities.
- D. Special production runs or product orders are subject to WIKA requirements such as, but not limited to, minimum quantities and extended delivery times. On special production run products WIKA reserves the right to overship 10% or undership 5% of the purchase order quantity and invoice accordingly. Special orders are subject to cancellation charges.

## II. PAYMENT TERMS

- A. For customers with established credit terms: Net 30 days from shipment date.
- B. If credit is not established, payment plus estimated (by WIKA) freight charges shall accompany purchase order.
- C. Cash or anticipation discounts are not allowed.
- D. WIKA reserves the right to revoke any credit extended to customer if customer fails to pay for any shipments when due. If, in WIKA's opinion, there is a material adverse change in customer's financial condition, WIKA shall have the right to suspend further shipments until receipt of adequate assurance of customer's ability to pay therefore.
- E. Payment terms are specified on the invoice. Any invoice not paid when due is subject to a late payment charge of 1.5% per month, or if such rate is greater than the maximum rate permitted by applicable law, then at the highest rate allowed by applicable law. In the event the Buyer fails to make full payment when due and Seller employs an attorney or collection agency to assist in collection of the account, Buyer agrees to pay all of Seller's reasonable cost of collection including collection agency fees, attorney fees and court costs.

## III. TRANSPORTATION

- A. All shipments are F.O.B. Lawrenceville, Georgia.
- B. The shipment is deemed accepted in good condition by the common carrier and title and all risk of loss or damage pass to customer upon that acceptance by the carrier. The customer is responsible for inspecting the merchandise upon receipt. The customer shall insist that visible damage be noted on its copy of the freight bill. If the product has been lost or damaged in transit, the customer must file the claim with the carrier, as WIKA bears no responsibility for any such loss or damage.
- C. Freight, handling and insurance charges:
  - a) Prepaid Shipments: All freight, handling and insurance charges shall be invoiced to the customer. Shipments are insured by WIKA Instrument Corporation.
  - b) Collect Shipments via UPS or FedEx: All freight and handling charges shall be billed to the collect account number provided. All collect shipments are NOT insured. Customer must request coverage if required and the insurance cost will be added to the freight charge. All uninsured shipments are the responsibility of the customer. WIKA assumes no responsibility for any such loss or damage.
  - c) Truck Shipments: All freight, handling and insurance charges shall be billed to the account number provided. All truck shipments are NOT insured. Customer must request insurance coverage, if required, and the insurance cost will be added to the freight charge. All uninsured shipments are the responsibility of the customer. WIKA assumes no responsibility for any such loss or damage.
- D. All shipments are made by carriers of WIKA's choice. Any special arrangements requested by customer shall be at customer's additional expense.
- E. Any quantity shortages, incorrect items, or billing errors shall be reported in writing to WIKA within 15 days of delivery. Sales order and invoice numbers are to be furnished on all claims.

- F. WIKA reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve customer of his obligation to accept remaining deliveries.
- G. WIKA shall not be liable for failure to deliver or delay in delivery occasioned by causes beyond WIKA's control, including without limitation, strikes, lockouts, fires, embargoes, war or other breakouts of hostilities, acts of God, inability to obtain shipping space, machinery breakdowns, delays of carriers or suppliers, and domestic or foreign governmental acts or regulations. In the event of any delay in delivery due to such causes, unless otherwise agreed, the time for delivery shall be deemed extended for a period of sixty (60) days, and customer shall extend the letter of credit if payment is to be made by letter of credit. If delivery is not made within such extended sixty-day period, the contract shall be deemed cancelled without liability to either party.

## IV. RETURNS

No return shall be accepted without a WIKA furnished Return Material Authorization number (RMA #). Please reference the WIKA Return Material Authorization (RMA) Policy for WIKA Products.

## V. LIMITED WARRANTY

- A. All WIKA mechanical products are warranted against defects in workmanship or materials under normal use for one year after date of purchase from WIKA unless otherwise stated. (Proof of purchase is required.) Any product which is determined by WIKA to be defective in material or workmanship and returned to WIKA should be freight collect at WIKA's expense and shall be, as the sole remedy, repaired, replaced or credited at WIKA's option.
- B. We warrant certain designated bimetal thermometers (Models 30, 31, 32, 50, 51 and 52) and differential pressure gauges (700.04, 700.05, 732.25, 732.26) manufactured and sold by us to be free from defects in material and workmanship under normal use and service. Our obligation under this warranty shall be limited to the repair or exchange of any thermometer or differential pressure gauge which shall be returned to our factory, transportation charges prepaid, within seven (7) years of the date of purchase, and which our examination shall disclose to be defective due to workmanship or material.
- C. All electronic pressure products (TRONIC) are warranted against defects in workmanship or materials under normal use for two years after date of purchase from WIKA unless otherwise stated.
- D. **THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF WIKA, AND WIKA NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT, ANY OTHER LIABILITY IN CONNECTION WITH THE SALE HEREUNDER. WIKA DISCLAIMS ANY LIABILITY FOR PRODUCT DEFECTS THAT ARE DUE TO PRODUCT MISUSE, IMPROPER PRODUCT SELECTION OR MISAPPLICATION.**
- E. WIKA shall not be liable for customer's costs, lost profits, good will or other special or consequential damages. WIKA's liability in all events is limited to, and shall not exceed, the value of merchandise involved.
- F. Remedies - Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in Gwinnett County, State of Georgia in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in a court having jurisdiction there.
- G. Recommendations for using WIKA products are believed to be reliable. However, since the application of these items is beyond our control, no guarantee, expressed or implied, is made on their use, handling, possession or results.

## VI. MODIFICATION OF TERMS

This contract constitutes the entire agreement between the parties; all prior representations and understandings having been merged herein. It may not be modified or terminated except in writing, signed by a duly authorized representative of WIKA. This contract shall be governed by and construed according to the laws of the State of Georgia.

It is the policy of WIKA Instrument Corporation to afford equal opportunity for employment to all individuals regardless of race, color, religious creed, sex, age, national origin, disability or veteran status. We are committed to this policy. We will take affirmative action\* to assure that all employment decisions are based only on valid job requirements, and that equal opportunity for employment is provided with regard to all personnel actions.



# Return Material Authorization (RMA) Policy for WIKA Products

**Merchandise returned to WIKA for any reason must have a WIKA supplied Return Material Authorization (RMA) number.** Warranty returns also require proof of purchase (invoice number and date). All returns require the original purchase order number. If the original purchase order number is not available, a new purchase order number is acceptable for credit and rebilling.

**An RMA is valid for 45 days from issuance and merchandise must arrive at WIKA within the validity period.**

In order to evaluate the root cause for the return, the product may be disassembled and not re-assembled to the condition in which it was sent to WIKA, rendering the product unusable. If the root cause is due to WIKA, the product will be replaced. If the root cause is the application or misuse, the customer will be re-billed and the material returned at the customer's discretion.

**The RMA number must be clearly visible on the outside of the package. A packing list must be included clearly showing the RMA number, quantity, product description and reason for return.**

**WIKA CANNOT BE HELD RESPONSIBLE FOR ANY MERCHANDISE RETURNED WITHOUT AN RMA NUMBER AND ANY SUCH ITEMS MAY BE REFUSED OR RETURNED AT THE CUSTOMER'S EXPENSE. ADDITIONALLY, WIKA CANNOT BE HELD RESPONSIBLE FOR RETURNED PRODUCTS DAMAGED IN TRANSIT BACK TO WIKA DUE TO INSUFFICIENT OR IMPROPER PACKAGING OR SHIPPING METHOD. WIKA RESERVES THE RIGHT TO REFUSE ANY GOODS THAT ARE RECEIVED IN BROKEN BOXES OR INAPPROPRIATE PACKAGING MATERIAL AND WILL RETURN GOODS TO CUSTOMER AT CUSTOMER'S EXPENSE.**

An RMA number is issued in good faith based upon customer's representation of the merchandise quantity, condition, age and reason for return. All returned material is subject to inspection by WIKA. If the material is found to be other than that originally represented, the shipment will be returned at the customer's expense.

**If a failure analysis is required, a Corrective Action Response (CAR) must be requested when the RMA is issued and detailed information must be provided about the application including the type of media, and operating conditions.**

An RMA may be requested by email, fax or by telephoning customer service.

## I. Warranty Returns

(see Warranty Policy in Terms & Conditions) All warranty claims must have an RMA number and be returned freight collect at WIKA's expense. WIKA's shipping account information will be on the RMA. Upon receipt and inspection of the material, a credit will be issued. If the merchandise is determined to be covered under warranty, the merchandise will be repaired or replaced at

WIKA's option under WIKA's warranty terms and re-invoiced. The merchandise will be returned to the customer freight PPD at WIKA's expense. If the merchandise is determined not to be covered under warranty, the merchandise will, at the customer's discretion be:

- A) Returned to the customer, re-invoiced (credit was issued) and freight charges will be the responsibility of the customer; **or**
- B) Discarded and re-invoiced (credit was issued); **or**
- C) Replaced – customer will be re-invoiced (credit was issued) for the original merchandise and the customer must place a new purchase order for replacement product. Freight charges will be the responsibility of the customer.

## II. Incorrect Shipments & Merchandise

For short shipments or incorrectly supplied merchandise, **discrepancies must be reported to customer service within 15 days of receipt.**

Short shipments, at the customer's discretion:

- A) The merchandise is not needed - a debit memo should be issued to WIKA. WIKA will then issue a credit memo, **or**
- B) The merchandise is needed by the customer – a credit will be issued for the merchandise short shipped, WIKA will ship the missing items, freight PPD at WIKA's expense, and re-invoice.

Incorrectly supplied merchandise requires an RMA number and should be returned freight collect at WIKA's expense. If the merchandise is determined to have been returned for cause, WIKA will issue a credit for the merchandise. If a replacement is required, WIKA will ship freight PPD at WIKA's expense and re-invoice for the new product.

## III. General Terms for Credit Returns

Material requested to be returned for exchange or credit will be considered if the following conditions are met:

- A) Merchandise is unused, current standard catalog stock of latest design, with product in sellable condition. All merchandise must be returned in the original packaging with all accessories and instruction manuals.
- B) Merchandise shall not have been purchased on a "product promotion" or other special pricing.
- C) New unused Bimetallic Thermometers in their individual boxes, purchased within the last year that meet the following requirements:  
Model: 30, 32, 50, 52 only  
Stem Length: 2.5", 4", 6", or 9" only  
Scale Type: °F or °F and °C only  
Range: -40/120, 0/200, 0/250, 50/300, 50/500 (°F scale noted)  
Crystal Material: Glass only  
Connection: 1/2" NPT only  
Options: None

WIKA reserves the right to reject any return request. If accepted, the return will be under the terms specified herein.

**D) The following products are NOT returnable:**

1. Custom Gauges with logos or other non-standard modifications.
2. All Gauges with rear flanges.
3. All Gauges with front flanges.
4. All Gauges with special filling fluid.
5. Type 232.54 4" with u-clamp.
6. Non-stocked liquid filled Gauges.
7. Gauges or Transmitters attached to Diaphragm Seals.
8. Obsolete products.
9. Custom Thermometers with logos or non-standard modifications.
10. All Gas Actuated Thermometers.
11. All Vapor Actuated Thermometers.
12. All Twin-Temp Thermometers.
13. All Industrial Thermometers.
14. All Thermowells.
15. Custom or special order Transmitters and Transducers.
16. All Diaphragm Seals.

## E) Incorrectly Ordered Merchandise Returned for Credit

Approved merchandise returned for credit requires an RMA number and **must be returned freight prepaid within 60 days of purchase. Proof of purchase is required (copy of invoice).**

## F) Credit Memos

Where required, WIKA will issue a credit memo for the returned or exchanged merchandise less any applicable restocking or removal charges.

The credit memo will be issued only after receipt and inspection of merchandise.

**DISTRIBUTORS SHOULD NOT MAKE DEDUCTIONS FROM PAYMENTS UNTIL A CREDIT MEMO FROM WIKA HAS BEEN RECEIVED.**

## IV. Restocking Charges

- A) All returns are subject to a 15% restocking fee.

**V. Safety & Handling Requirements**  
For the safety of our employees, as well as to meet government regulations, WIKA Instrument Corporation requires the following information to accompany returned product.

- A) MSDS are required for all returned products which have been in service, tested or installed
- B) Signed decontamination certification for each return, or signed master decontamination certification for all future returns
- C) All items packaged properly

If these items do not accompany the return, the product will not be inspected and the RMA will not be completed. WIKA Instrument Corporation cannot be held responsible for any returned merchandise that has not been decontaminated by the customer. Any such items may be refused or returned at the customer's expense.

WIKA Instrument Corporation

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