



TERMS, CONDITIONS, AND LIMITED WARRANTY

1. Payment Terms

Within the United States, and subject to credit approval, payment terms are net thirty (30) days from the invoice date, with no cash discount. If MCS declines credit or revokes previously approved credit for any reason, payment terms shall convert to C.O.D. or full advance payment, at MCS's discretion. MCS reserves the right to review and modify payment terms at any time as it deems necessary.

Outside the United States, unless otherwise agreed in writing, full payment must be received by MCS prior to shipment.

All payments shall be made in U.S. dollars. Prices are subject to correction for clerical error. Possession of this price list does not constitute an offer to sell.

2. Pricing

All prices are F.O.B. shipping point. Any applicable foreign, federal, state, or local taxes, duties, or other charges shall be added to the price and paid by the purchaser. Shipping charges will be added to the invoice. Prices and product availability must be confirmed at the time an order is placed, and prices on accepted orders are subject to adjustment in accordance with MCS's price schedule in effect at the time of shipment. All quotations and order confirmations are subject to correction for clerical error. Packaging is included in the price and is non-refundable if the product is returned.

3. Shipping and Risk of Loss

Unless the purchaser provides explicit written instructions, the method and route of shipment are at MCS's discretion. All products are shipped via ground transportation unless otherwise specified.

Risk of loss or damage passes to the purchaser upon delivery to the carrier at the F.O.B. shipping point. MCS is not responsible for damage occurring during transportation, and any shipment discrepancies must be reported within five (5) working days of receipt. Claims for lost or damaged shipments must be filed directly with the carrier by the purchaser.

Scheduled shipping and delivery dates are approximate. MCS shall not be liable for any damages arising from late delivery or lost shipments.

4. Limited Warranty

Provided that all payment terms are observed, MCS warrants that its products will be free from defects in materials and workmanship, under normal use and service, for the periods set forth below:

- a. **Standard Products:** Twenty-four (24) months from the date of installation, or twenty-seven (27) months from the date of shipment, whichever occurs first.
- b. **Hanbell Compressors Controlled by MCS Microcontrollers:** Hanbell compressors sold by MCS that are controlled by an MCS microcontroller running software and configuration written and tested by MCS are covered by a three (3) year warranty on the compressor only. Coverage requires that a Warranty Startup/Status Report Form be completed for each compressor at the time of startup and returned to MCS within four (4) weeks of the compressor's shipment date. Failure to return the completed form within this period voids the extended compressor warranty.
- c. **Refurbished or Remanufactured Parts:** Ninety (90) days from the date of shipment.

This warranty covers defects arising from faulty manufacture and defective materials only.

5. Warranty Exclusions

This warranty is null and void if a product has been:

- a. Repaired, modified, or altered without the prior written consent of MCS;
- b. Used for any purpose other than that for which it was intended;
- c. Installed in a manner contrary to the instructions provided by MCS; or
- d. Damaged as a result of improper handling, misuse, accident, or operating conditions outside the product's published specifications.

6. Warranty Remedy

Under this warranty, MCS's sole obligation, and the purchaser's exclusive remedy, is limited to the repair or replacement, at MCS's option, of any product that MCS determines, upon examination, to be defective. The purchaser shall not be reimbursed for any expenses incurred in the removal, dismantling, reinstallation, or remounting of defective products. Any determination by MCS regarding the existence or nature of a defect, or of faulty manufacture, shall be final and binding on the purchaser.

7. Disclaimer of Other Warranties

THE WARRANTIES SET FORTH ABOVE ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED. MCS DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MCS NEITHER ASSUMES NOR AUTHORIZES ANY PERSON, FIRM, OR CORPORATION TO ASSUME ON ITS BEHALF ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ITS PRODUCTS.

MCS SHALL NOT BE LIABLE FOR DAMAGE TO PERSONS OR PROPERTY, CONSEQUENTIAL LOSS, LOSS OF PROFIT, LOSS OF GOODS, OR ANY OTHER LOSS OR DAMAGE ARISING OUT OF THE FAILURE OF EQUIPMENT SUPPLIED, REGARDLESS OF CAUSE, INCLUDING FAULTY MANUFACTURE.

8. Returns and RMA Procedure

Written approval must be obtained from MCS prior to the return of any product. Products returned without a Return Material Authorization (RMA) form bearing an assigned RMA number will be refused. The assigned RMA number must be clearly marked on the outside of all returned packages. RMA numbers are valid for thirty (30) days from the date of issue. Returned products must be shipped to MCS with transportation charges prepaid. For further details, contact the MCS Manufacturing Department.

9. Credit for Returned Products

Subject to prior approval by MCS, unused product may be returned for credit within three (3) months of the MCS invoice date. All approved returns are subject to a fifteen percent (15%) restocking fee. No credit will be issued for returned products where the net credit amount is less than one hundred dollars (\$100). Products built or ordered to custom specifications, or products that have been modified by the customer, are not returnable for credit under any circumstances.

10. Governing Law and Dispute Resolution

Any dispute or difference arising between the parties regarding the construction or interpretation of any contract, or any matter arising out of or under such contract, shall be governed by and resolved in accordance with the laws of the State of Florida, without regard to its conflict of laws principles.

MCS reserves the right to determine whether any such dispute shall be referred to arbitration or resolved through legal action. Where MCS elects arbitration, the parties agree to submit to the award rendered by an arbitration court appointed in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce.

11. Contact

For warranty claims, RMA requests, or technical support:

MCS Technical Support: (239) 694-0089