

TERMS & CONDITIONS

Pricing: Prices shown are list prices and are subject to trade discount and to change without notice.

Orders: Written purchase orders will be accepted via e-mail. Phone orders will be confirmed by OMAS via e-mail and require written customer confirmation.

Payment: Net 30 with approved credit. Other payment options include check in advance, wire transfer, Visa, MasterCard and American Express. A 3.5% fee applies for credit card payments.

Shipment: FOB Miami, FL 33182, both Equipment and Parts & Accessories. Orders in excess of \$4,000 Net qualify for free freight within the contiguous U.S. Whenever possible, preferred carrier will be used, yet we reserve the right to ship via any responsible carrier.

Returns: all returns are subject to a 25% restocking fee. All merchandise must have a Return Merchandise Authorization (RMA), and it will only be granted within 30 days of shipment from factory or warehouse.

Damages: Goods are shipped by OMAS in good condition. As you receive the goods, promptly inspect them and in the event of damages, immediately notify carrier and file a claim. Any claim for damaged merchandise must be processed through the delivering carrier by the consignee or the buyer. Freight damages do not relieve the buyer from obligation of prompt payment. Merchandise should be inspected prior to carrier leaving your premises.

Tax: As required by law.

LIMITED WARRANTY

Warranty

All OMAS equipment, except accessories, carries a one-year, carry-in or on-site parts and labor warranty against any flaws in materials and workmanship.

On-site warranty applies for: Slicers – Flywheels, Automatic Gravity Feed, 13" Gravity Feed.

This period begins with the date of purchase and, provided the unit is used properly in accordance with our instructions, is in full effect for one year from that date. Warranty work must be authorized in advance by OMAS. Accessories have a 30-day replacement or repair warranty for the period beginning on date of purchase.

No warranty will be available for products that have been damaged in transit, by accident, carelessness, improper installation, lack of proper setup or supervision (when required), lack of scheduled maintenance, neglect, improper use, installation, improper electrical connection, overloading or operation contrary to installation and operating instructions, normal wear and tear or other causes not arising out of defects in materials or workmanship. Transit damages should be reported to the carrier immediately.

Exclusion

THE LIMITED WARRANTY SET FORTH ABOVE IS THE SOLE AND ENTIRE WARRANTY PERTAINING, TO THE PRODUCT AND IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER, WHETHER EXPRESSED, IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANT ABILITY OR FITNESS FOR PARTICULAR PURPOSE. THIS WARRANTY DOES NOT COVER OR PROVIDE FOR THE REIMBURSEMENT OR PAYMENT OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE, MANNER, OR DEGREE, AND ANY LIABILITY BY VAN BERKEL INTERNATIONAL, SRL OR VAN BERKEL USA, INC. FOR SUCH INCIDENTAL OR CONSEQUENTIAL DAMAGES HEREBY DISCLAIMED. Some States do not allow this exclusion or limitation of warranties and/or damages, so the above limitations and/or exclusions might not be applicable to you. This warranty gives you specific legal rights, and you might also have other rights that vary from State to State.