

TERMS • CONDITIONS • WARRANTIES

1. "You" means the person or organization listed in the "sold to" box on the front of this invoice or packing slip. "We" or "our" or "us" means J.R. Clancy, Inc.
2. We warrant all equipment manufactured by us to be free from defects in material and workmanship for three (3) years from date of installation. At our option, we will repair, replace, or refund the purchase price of the equipment. Any warranty on items manufactured by others will be assigned to you. In the case of motorized equipment and equipment comprising an integrated theatre rigging system, the three-year warranty is contingent on inspection of the equipment and training on its use being provided annually by a J.R. Clancy-authorized technician. It is the responsibility of the end user to make arrangements with J.R. Clancy for the annual inspection and training. Failure to obtain the inspection and training annually will void the three-year warranty. In the event scaffolding or temporary lifts are required in order to perform the warranty work on the J.R. Clancy equipment, this is not covered in this warranty, and the cost of renting the scaffolding and portable lifts will be your responsibility. No claims will be honored for equipment which, in our opinion, has become defective due to misuse, abuse, accident, act of God, alteration, vandalism, improper installation, or improper maintenance. Ordinary wear and tear is also excluded. We make no implied warranties of any kind, including warranty, or merchantability, or warranty of fitness for a particular purpose, all of which are expressly disclaimed. We will not be liable under this warranty for consequential or incidental damages of any kind, including damages due to lost profits, loss of use, delays, personal injury, or property damage.
3. Payment is due within 30 days of the date of our invoice unless different terms are stated on our invoice. All amounts not paid when due will accrue interest at the rate of 2% per month or the maximum rate permitted by law, whichever is less. All costs incurred by us in collecting past due amounts, including reasonable attorney's fees, shall be paid by you.
4. In order to secure the payment of amounts owed to us, you grant us a security interest in all accounts, inventory, equipment and goods now or hereafter owned by you, and the proceeds thereof. In the event you do not make payment when due, we will have all rights of a secured creditor under law, and you agree to submit to the jurisdiction of all courts located in the State of New York in any proceeding brought by us to enforce our rights.
5. You will become the owner of the material or equipment and be responsible for loss or damage while in transit after we load the material or equipment on a carrier for shipment to you. This is known as F.O.B. Syracuse, New York. We will select the mode of transportation unless you give us specific shipping instructions. All freight and insurance charges are to be paid by you.
6. Shipment of the goods ordered by you may be delayed due to causes beyond our reasonable control, or that of our supplier, including but not limited to, strikes, accidents, fires or other casualties, weather, acts for government or acts of God. We will not be responsible for losses suffered by you due to late delivery or loss of use of equipment or merchandise.
7. Material that was custom made for you may not be returned. Other material may be returned only if: (a) we authorize the return in writing, (b) you pay a restocking charge of 20%, and (c) you pay the transportation charges for delivery of the material to us.
8. You must pay any taxes or other governmental charges on the sale or delivery of the material or equipment.
9. All sales are governed by the laws of New York.
10. The goods delivered to you will be deemed accepted upon your payment of our invoice or upon your failure to notify us of a defect in the goods within 10 days of receipt, whichever is earlier.
11. These terms and conditions are deemed included in your order and our acceptance of your order is conditioned upon your agreement to these terms and conditions. If your purchase order limits acceptance to the terms and conditions found in the purchase order, that limitation is rejected.
12. If you are an end user of the equipment being sold, you are responsible for the proper installation, operation and maintenance of the equipment. You also are responsible for ensuring that your employees and other users of the equipment are properly trained on the use of the equipment. You must carefully read all relevant safety manuals and instructions and must post all warning signs, if any, supplied for use with the equipment. You agree to defend and indemnify us against any claims for injury or damage that result from the improper installation, operation or maintenance of the equipment, the failure to provide proper training to those operating or using the equipment, or the failure to observe safety manuals, instructions and warning signs.
13. If you are a dealer or re-seller, you are responsible for ensuring that the equipment is properly installed, operated and maintained. You also are responsible for providing training to users of the equipment. You must provide the end user with all relevant safety manuals, instructions and warning signs, if any, supplied for use with the equipment. You agree to defend and indemnify us against any claims for injury or damage that result from the improper installation, operation or maintenance of the equipment or from your failure to provide proper training or provide relevant safety manuals, instructions and warning signs.
14. If you provide any specifications or designs for products to us, you must defend and indemnify us against any and all claims asserting that a specification or design infringes on another party's patent, trademark, trade secret, copyright or any other intellectual property right. We are not responsible for the accuracy or suitability of any specification or design that you provide, or for the performance of any products built in conformance with these specifications or designs.