

BSM Terms and Conditions

RETURN POLICY

All returns must be traceable to customer purchase orders and BSM production lot. Returns that are not or are unable to be identified by purchase order and lot numbers will not be accepted.

WARRANTY POLICY

BSM warrants its products to be free from defects in material and workmanship for a period of 12 months from the date of manufacture. The stated timeframe is BSM's standard warranty, and supersedes any supplier document or related flow down supplier requirements.

The obligation of BSM North America under this warranty is limited to making good at our factory any product which shall, after delivery of such product to the original purchaser, be returned to us and after examination be determined to have been defective.

This warranty does not cover any labor, travel, or shipping charges for replacement of any parts, adjustments, repairs, or any other work done in connection with the use of such products.

This warranty does not apply to any product which has been modified or altered outside of our factory in any way, nor which has been subjected to misuse, negligence, or accident.

DISCLAIMER STATEMENT

It is up to the equipment manufacturer and end users to define a maintenance or replacement schedule specific to their application. It is also up to the equipment manufacturer and end users to define safety practices for routine inspections to ensure products are functioning as intended. Equipment manufacturers and end users are responsible for determining if applications are appropriate for BSM products used.

It's the purchaser of BSM products directly, that holds the responsibility to flow these terms and conditions down to end users.

ORDER ACCEPTANCE

Any purchase order submitted by the buyer to the seller shall not constitute a binding contract until the purchase order has been acknowledged by BSM North America. It is agreed that the contract shall be construed and interpreted in accordance with Minnesota laws. (Any legal action brought by the buyer must be litigated in the State of Minnesota.) By buyer submitting and receiving acknowledgement of a purchase order, buyer agrees to terms and conditions stated in this document.

CANCELLATION

In the event the buyer finds it necessary to cancel the order, there will be a cancellation fee. This fee will be 20% of the total order, or the costs incurred to the date of the cancellation plus any further costs incurred in termination the order, whichever is greater. Cancellation of order or contract will not relieve the buyer's liability for payment.



11950 12th Avenue
Burnsville, MN 55337
(952) 890-8146

ORDER MODIFICATION

Any changes to the original order requested by the buyer may affect price and delivery. Chages are not confirmed until acknowledged by BSM.

PAYMENT

BSM North America offers 30-day standard terms. Title and license to all goods and intellectual property delivered under this contract with right to repossession for default in payment shall remain with the seller until the entire purchase price has been paid. A finance charge of 1.5% per month will start to accrue sixty (60) days after invoice on all unpaid balances due. Any invoice that is unpaid after 90 days is subject to collections.

SHIP DATE

With acceptance of any purchase order, we will provide an estimated ship date. BSM North America reserves the right to change the ship date, without penalties, due to material and component availability or unforeseen circumstances.

DELIVERY DELAY

In the event the buyer decides to significantly delay the shipment of the item(s) purchased, for any unforeseen reason, the seller reserves the right to assess a special finance charge. The amount of this charge will be determined by the seller and could be as much as 2 % per month of the order value.

QUOTE EXPIRATION

Standard quotes are valid for 30 days. The buyer may indicate acceptance of this quotation by a purchase order only.

INTELLECTUAL PROPERTY RIGHTS

Any unique or patentable features of item(s) sold shall remain the property of BSM North America, or the original patent holder. Depending on the item, assembly drawings may or may not be included. All drawings contained on paper, electronic media, etc. are proprietary and may not be reproduced in any way except with the express written permission of BSM North America and are to be held strictly confidential.

TAXATION

Any tax imposed by any present or future law on the sale or use of the item(s) purchased shall be borne by the buyer.

BSM Representative

Buyer Representative

SIGNATURE

SIGNATURE

DATE

DATE