



TERMS & CONDITIONS

Prices

Price shown are list prices and are subject to trade discount and to change without notice. We carefully check pricing and product specification but occasionally errors can occur, therefore we reserve the right to change both without notice.

Your discount is: _____ (Multiplier: _____)

Payment

Net 30 with approved credit, otherwise C.O.D. The buyer agrees to pay for all purchases according to standard stated terms from the date of the invoice. No terms or conditions of purchase orders different from standard will become part of any transaction unless specifically approved in writing by Sirman USA. No waiver of any terms herein shall constitute a waiver of this agreement. An interest rate of 1 1/2% per month will be charged on past due accounts. Claims or disputes do not relieve the buyer from obligation of prompt payment. All merchandise remains the property of Sirman USA until paid in full.

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

Tax

As required by law.

Orders

Written purchase orders will be accepted via fax/e-mail. Phone orders will be confirmed by Sirman USA via fax/e-mail A.S.A.P and require written customer confirmation.

Minimum Order

A \$10.00 service charge is added to all orders less than \$100.00 net.

Shipment

Equipment is shipped FOB Franklin Park, IL. Parts and accessories are shipped FOB Franklin Park, IL. Goods are shipped by Sirman USA in good conditions. 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. Sirman USA cannot accept any claim for damages or delays caused by the carrier. Notify Sirman USA within three (3) business days in case of shipment errors.

Returns

Authorization for return will only be granted within 30 days of shipment from factory.

To request a return please go to www.sirman.com and under the 'Services' menu, select and fill out the 'RA Request Form'.

Any returned items received without an approved RA number, not in their original factory packaging, having been used in a manner not specified by Sirman USA and/or unable to be repaired to restock condition will be refused at the Sirman USA warehouse and returned to the customer at their expense.

Returned items free of damage and defect, in original factory packaging and in a condition to be fully restocked, Sirman USA will issue a credit against the original invoice amount paid, less freight and a minimum restocking charge of 25% within 10 days of item receipt and inspection. If item is not received by Sirman USA within 30 days after RA issuance then RA will be voided.

Returned items not in a condition to be restocked will be subject to a standard 25% restocking fee, a reconditioning charge (\$75 per hour), plus the cost of any parts and materials needed to bring the item to the accepted restock condition.

All returned items must be carefully packaged to ensure safe shipment. All return freight, duties, fees and taxes must be prepaid. Please note that the RA number issued must be clearly marked on the outside of the return item package or it will be refused by Sirman USA.

Credits on returned items will only apply when authorized and issued by Sirman USA.

Credits will be issued against original customer transaction in accordance with standard procedure.

Sirman USA in no way is responsible for issuing credits and/or monies to any third party. Sirman USA sole responsibility is to the account or party who purchased product from us



LIMITED WARRANTY

Warranty

All Sirman USA 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 - Flywheel, Heavy-duty and Automatic / Pasta Machines / Pizza Dough Mixers / Vacuum Packaging Machines / Meat Grinders - from 3 Hp / Meat Mixers / Hydraulic Sausage Stuffers.

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. Any work to be performed under this warranty must be performed between the hours of 8.00 a.m. and 4.00 p.m. local time, Monday through Friday. Sirman USA will not pay overtime charges for work performed other than during normal business hours. To obtain warranty service, the owner of the equipment will be responsible to call Sirman USA. Warranty work must be authorized in advance by Sirman USA.

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), 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.
- Scheduled maintenance has not been performed (e.g. oil and filter change on Vacuum Packaging Machines)

Warranty Registration

Please go to www.sirman.com and under the 'Services' menu, select and fill out the 'Warranty Registration' form. The online warranty registration form must be completed within thirty (30) days from the date of purchase.

Warranty Procedure

Please go to www.sirman.com and under the 'Services' menu, select and fill out the 'Support and Service Request Form'.

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 SIRMAN OR SIRMAN 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.