



**CORPORATE  
HEADQUARTERS**  
8455 EAST 30<sup>TH</sup> STREET  
INDIANAPOLIS, IN 46219-0426  
888.743.1609  
[WWW.LOY-INSTRUMENT.COM](http://WWW.LOY-INSTRUMENT.COM)

# LOY INSTRUMENT, INC.

**PRICES AND SPECIFICATIONS** are subject to change without notice.

**SHIPPING DATES** are approximate, dependent upon credit approval and delays beyond our control.

**TERMS:** Net 30 days to companies with established credit rating. Special terms may apply on larger systems. In the event buyer fails to fulfill previous terms of payment, or in case seller shall have any doubt at any time as to buyer's financial responsibility, seller may decline further deliveries except upon receipt of cash in advance or other special arrangements.

**F.O.B. POINT AND TITLE:** All material is sold F.O.B. factory or distribution point. Title to all material sold shall pass to buyer upon delivery by seller to carrier at shipping point.

**STATE AND LOCAL TAXES:** Any taxes which seller may be required to pay or collect upon or with respect to the sale, purchase, delivery, use or consumption of any of the material covered hereby shall be for the account of the buyer and shall be added to the purchase price.

**CANCELLATION:** an order may be cancelled only on condition buyer immediately pays for every loss, cost or damage which seller may suffer as a result.

**LIMITED WARRANTY:** Loy Instrument, Inc. warrants that the labor and parts supplied are free from defects in workmanship and materials for a period of 90 days. However, for any used equipment, Loy Instrument, Inc. cannot take responsibility for and guarantee the equipment's overall performance. All new equipment purchased from Loy Instrument, Inc., will be covered, as of the date of sale, by the manufacturer's warranty.

**The foregoing warranty is exclusive and in lieu of all other warranties whether written, oral, or implied; and Loy Instrument, Inc. makes no warranty of merchantability or fitness for a particular purpose and in no event shall be liable for special or consequential damages.**

**BUYER'S REMEDIES:** The buyer's exclusive and sole remedy on account of or in respect to the furnishing of non-conforming or defective material shall be to secure replacement. The seller shall not in any event be liable for the cost of any labor expended on any such material or for any special, direct, indirect, consequential or incidental damages to anyone by reason of the fact that it shall have been non-conforming or defective.

**WARNINGS:** The improper installation or application of the goods; their use with improper wiring, piping, or ventilation; improper system design or engineering; inadequate inspection or testing; the lack of regular careful maintenance of both the goods and any equipment in connection with which the goods are used; the employment of insufficient or unqualified personnel; the lack of careful supervision, proper warnings, operating instructions, and safety precautions, the exposure of the goods to excessive heat, moisture, dust, dirt, corrosion, of any other deleterious condition, each constitutes a hazard which can result in loss of life, serious personal injury, heavy property or business damage, and buyer agrees with seller to itself take and require others to take all reasonable measures to avoid each such hazard. Buyer agrees to notify its customers or users of the product(s), as the case may be, of the warnings, and to deliver to its customers or users of the product(s) all written warnings provided with each product by seller.

**ACCEPTANCE:** All orders shall be subject to the terms and conditions contained or referred to in the seller's quotation, acknowledgment, and to those listed here and to no others whatsoever. No waiver, alteration or modification of these terms and conditions shall be binding unless in writing and signed by an executive officer of the seller.

**CONTROLLING LAW:** This proposal and all agreements emanating therefrom shall be controlled by the laws of Indiana. If any provision hereof is deemed or declared to be invalid or unenforceable, all other terms and provisions shall remain in full force and effect.

*"We hereby certify that these goods were produced in compliance with all applicable requirements of sections 6, 7 and 12 of the fair labor standards act, as amended, and of regulations and orders of the United States department of labor issued under section 14 thereof."*

*Process Controls & Combustion Equipment*

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