

# Terms & Conditions

## I. How To Order

The customer can order from Carlisle using several different types of media. We can accept orders from any of the following formats:

Phone: 856-825-0627 Toll Free: 800-922-1167  
Fax: 856-825-5510 Email: [carlisle@carlismachine.com](mailto:carlisle@carlismachine.com)  
Mail: Carlisle Machine Works, Inc.  
412 S. Wade Blvd., Bldg. #5  
P.O. Box 746  
Millville, NJ 08332

## II. Pricing

Due to the ever-changing costs associated with manufacturing, Carlisle has found that it is better not to send out price lists to our customers. Therefore, you will not find any prices in this catalog or on our website. Please contact Carlisle for current pricing on all items. Carlisle sells products directly to the end customers as well as through Resellers and Distributors.

### 1. Wholesale Pricing

Carlisle has several Resellers and Distributors in the U.S.A. as well as in other countries. Often we receive calls from companies that would like to resell our products. Below are a few clarifications on how Carlisle handles wholesale pricing.

#### *a. Quantity Price Breaks*

When an order is placed for a substantial quantity of an item, there may be a price break available for that quantity. Generally, there are a few separate price breaks available for increasing levels of quantity. Therefore, the more you order, the more you save.

#### *b. Resellers*

A Reseller is a company that purchases our products and Resells them. A Reseller does not stock a substantial quantity of Carlisle products. Most often, a Reseller also offers only a few select Carlisle products. For those interested in investigating Resale opportunities, please contact Carlisle Sales Management.

#### *c. Distributors*

A Distributor is a company that purchases our products and Resells them. A Distributor will stock a substantial quantity of Carlisle products. Most often, a Distributor will offer several, if not all, Carlisle products. For those interested in investigating Distributor opportunities, please contact Carlisle Sales Management.

**Carlisle Machine Works, Inc.,**  
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**Web Site: [www.carlismachine.com](http://www.carlismachine.com) E-Mail: [carlisle@carlismachine.com](mailto:carlisle@carlismachine.com)**  
**Toll Free In Continental US (800) 922-1167**



### **III. Terms and Billing Options**

Carlisle offers many payment methods to our customers. Below are a few of these options with explanations of the terms involved. All sales are F.O.B. Millville, NJ. Shipping costs are to be paid for by the customer.

#### **1. Net Accounts**

Net accounts allow the customer to purchase items now and pay the invoice for the items at a later date. Net 30, the most common net account, allows for 30 days between the time of invoicing and the time of payment. Some net accounts will allow the customer some savings for early payment. All net accounts are subject to late payment penalties if the account is overdue. To setup a net account, the customer has to fill out a credit application (available from Carlisle upon request). Carlisle's accounting department will then review your application and credit worthiness. Carlisle will then advise you of the decision regarding an open account.

#### **2. Credit Cards**

Carlisle accepts Visa, MasterCard, and American Express. Credit cards can only be used to purchase Carlisle products by the authentic cardholder. Carlisle cannot process an order not authorized by the cardholder. Carlisle may require a signature from the cardholder for purchases. A copy of the credit card authorization form will either be mailed or faxed to you. Carlisle must receive the signed copy of the authorization form before any pending orders can be shipped. Credit card orders will be processed the day of shipment.

#### **3. Prepayment**

Prepayment allows a customer to send in the payment for the order before it ships. Avoiding having to pay the full amount in one lump sum.

#### **4. Wire Transfer**

A wire transfer is when the funds for an order are transferred from the customer's bank account directly to Carlisle's bank account. This is usually done as a form of prepayment. Wire transfers are most often used for international orders. Please contact Carlisle directly if you are interested in paying by wire transfer.

#### **5. Custom Equipment**

Carlisle is more than willing to manufacture custom equipment for their customers. When a custom piece is crafted, it is usually only sellable to the particular customer for which it was created. Therefore, Carlisle requires a deposit in order to begin work. Terms for custom equipment can be varying in specifics, however they will always involve at least a 50% deposit on the custom order.

#### **6. Service**

Unless otherwise noted herein, the cost of the equipment does not include service or installation. All services performed by Carlisle are subject to purchaser's payment of Carlisle's prevailing charges plus necessary travel and living expenses.

#### **7. Taxes**

Any tax or taxes that may be imposed upon the goods that are the subject of this sale, or upon the sale or delivery, shall be added to and become a part of the contract price.

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## **8. Regulations**

Every contract of sale shall be subject to all applicable state and federal statutes and regulations. The terms of this agreement shall be construed in accordance with the laws of New Jersey.

## **IV. Shipping Methods**

Carlisle can ship orders with several different shipping companies as specified by the customer. For small packages we use UPS and USPS. The default for shipping is UPS. Carlisle has made use of the UPS Online System that allows for up to the minute tracking, a detailed shipping history, and many other UPS Online resources.

### **1. Damaged or Lost Shipments**

The shipping company insures all shipments from Carlisle for the amount ordered unless specifically stated not to do so by the customer. Once documented that the shipment has left Carlisle's plant, the shipping company holds full responsibility for the shipment. Any damaged or lost shipments should be handled between the customer and the shipping company. If there is any way Carlisle can help in such a situation, please feel free to contact us.

## **V. Returns**

Carlisle will accept any standard items back into stock within 30 days of the purchase. The items in question must be in a sellable condition. A restocking charge may apply. Please contact Carlisle for before returning any Carlisle products.

## **VI. Repairs**

Please contact Carlisle before sending any Carlisle product to us. Proper packing for shipping to Carlisle is required, and is the responsibility of the customer. Please be sure to enclose a note with the shipment including the customer's name, address, phone number, and notes concerning the repair of the product in question. When Carlisle receives the shipment, an evaluation will be done on the product. It is after this evaluation that a Carlisle Representative will contact the customer. Once it has been decided to repair the product, the repair will be done in a timely fashion and shipped out as soon as possible. We know that a quick turn around on a repair to a vital product is important to the customer.

## **VII. Warranty Statement**

Carlisle Machine Works warrants that each item of its own manufacture delivered hereunder shall, at the time of delivery and for a period of 12 months thereafter, be free from defects in materials and workmanship; and if any such item shall prove to be defective in material or workmanship under normal intended usage and maintenance during the warranty period upon examination by Carlisle Machine Works, than Carlisle Machine Works shall repair or replace, at its sole option, such defective item(s) at its own expense; provided, however, that the owner shall be required to ship such defective item(s), freight prepaid, to Carlisle Machine Work's Plant in Millville NJ. Carlisle is not responsible for any fees associated with Customs, Duties, and/or Taxes when shipping to or from Carlisle.

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The warranty on components not manufactured by Carlisle Machine Works is limited to the warranty provided by the original manufacturer of said components. All warranties hereunder are expressly limited to repair or replacement of defective items as set forth herein, and in no event shall Carlisle Machine Works become liable for special incidental or consequential damages by reason of any breach of warranty or defect in material or workmanship. Carlisle Machine Works shall not be responsible for repair or replacement of items that have been altered by anyone other than authorized Carlisle Machine Works personnel.

### **1. Limitation of Liability**

It is expressly agreed that the liability of Carlisle is limited and Carlisle does not function as an insurer. The purchaser and/or user agree that Carlisle is not liable for loss, harm, or damage due directly or indirectly to any occurrence or consequence there from. If Carlisle should be found liable to anyone in any theory (except any express warranty where the remedy is set forth in this document) for loss, harm, or damage, the liability of Carlisle shall be limited to the lesser of the actual loss, harm, or damage, or the original purchase price of the involved equipment, system, or service when sold (or when service performed) by Carlisle to its customer. This liability is exclusive and regardless of cause or origin resulting directly or indirectly to person or property from:

- a. The performance or non-performance of any obligation set forth in this warranty and warranty policy.
- b. Any agreement, oral or written, including specifications, between Carlisle and the customer.
- c. Negligence, active, passive or otherwise, of Carlisle or any of its agents, employees, or independent contractors
- d. Breach of any judicially imposed warranty or covenant and,
- e. Misrepresentation or strict liability involvement.

It is understood that any Carlisle product that utilizes or flows fuel gases or accelerants are potentially dangerous if operated improperly. Proper use would include but not be limited to regular maintenance and leak testing. Carlisle assumes no responsibility and is not liable for any injury or damage resulting in the improper use of our products.

### **2. Entire Agreement**

No purchase order shall be binding until acknowledged in writing by seller. Orders, or other documents, submitted by buyer modifying, adding to, or inconsistent with the terms and provisions herein contained, shall be deemed accepted by seller only on the condition that the rights of the parties shall be determined solely by the terms and conditions above set out, and in consummating any such order, seller shall be deemed not to have enlarged, modified or changed its liabilities or obligations as above set out. This document contains the entire agreement between the parties and supersedes all prior statements of any kind by or between the parties. Acceptance of the goods shall constitute conclusive acceptance of these terms and conditions.

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## **Job Shop Machining**

Since 1918, Carlisle has provided job shop machining services to industry. With a vast array of capabilities, Carlisle can handle your custom machining needs. Our team of machinists and engineers can develop, manufacture, assemble, fabricate, and inspect your parts. Carlisle's job shop machining services offer the best in versatility, quality, and experience.

### **Versatility**

History proves the most agile and adaptable survive. Carlisle can help you to excel with the versatility to run both small and large size jobs. Whether you need 10 or 1,000 pieces, components or fully assembled units, brass or Teflon, we have the right people for the job and can handle your needs. Also, Carlisle offers so many other services like repairs, maintenance, engineering, troubleshooting, process development, and installation.

### **Quality**

At Carlisle, we take pride in our work. Our craftsmanship is second to none. If you are not satisfied with our work, then neither are we. With Carlisle, you get a guarantee that just can't be beat.

### **Experience**

Many of our machinists have been on the job for over 10 years. That experience shows in everything we do. No matter what your application is, chances are that we have someone in house that has worked with it before. Our staff is ready to tackle your toughest items.

Carlisle provides custom machining services for small and large size runs. We work with all grades of brass, stainless, steel, iron, composites, and more. Carlisle's capabilities include but are not limited to turning, milling, grinding, finishing, and welding. Repairs and maintenance service also available.

Our Custom Machining Division includes a full service job shop with the facilities and abilities to meet your custom machining and fabrication needs. Our machining capabilities specialize in the development and practical engineering aspects required for various industrial solutions. From small simple individual parts to larger more complex multi-piece assemblies and weldments, Carlisle's Machining Division can handle jobs of varying scope and size. We work with all grades of brass, stainless, steel, iron & composites. Carlisle has the capabilities to do turning, milling, grinding, finishing, & welding.

Our Automation Division specializes in, but is not limited to, the glass and plastics industries. Customized automated flaming conveyors for flame treating and de-flashing are the largest portion of this division. However, other products include standard table-top conveyors, material handling systems, ignition systems, conveyor accessories and vision inspection systems. The Carlisle Automation Division always looks forward to tackling new and difficult applications and situations.

Our Burner Division has products that will meet the needs of both artistic and industrial users. We have a catalog of stock gas burners, such as the CC series, and accessories along with the ability to custom design a burner to your specific dimensions and applications.