

SALES POLICY AND PROCEDURES

# BMR USA RESERVES THE RIGHT TO CHANGE THIS POLICY AS BUSINESS CONDITIONS WARRANT FREIGHT POLICY

## **GENERAL**

All electric motor orders are shipped F.O.B shipping point freight prepaid and add or collect unless the customer specifies an alternative shipping arrangement.

#### **FREIGHT PREPAID POLICIES**

Stainless Steel Motors and Right Angle Worm Gears

BMR USA will agree to pay freight anywhere in the continental United States on any order of \$3000 or more for any assortment of Stainless Steel products.

#### VERTICAL HOLLOW SHAFT MOTORS

- 0-\$2999 (Freight Prepay and Bill or Freight Collect
- \$3000-\$5999 (5% Freight adder to the motor cost)
- \$6000-\$9999 (3% Freight adder to the motor cost)
- \$10,000 or more (Freight Prepaid) (Fuel Surcharge payment is expected)

**NOTE:** All extra charges incurred for additional freight services must be paid by the customer which includes, fuel surcharge, export orders, air freight, expedited freight, shipping outside the continental United States or any other special handling by the carrier

# MOTOR RETURN POLICY

Motors sold may be returned within a 30 day period after the day of purchase for a 15% restocking fee and must be unused in its original packaging. In the unlikely event of a motor failure, BMR USA will warrant the motor under the guidelines of BMR USA warranty policy.

#### LIMITED WARRANTY POLICY

We at BMR USA pride ourselves with manufacturing and innovating premium products on a consistent basis. In the unlikely event of a motor failure we are dedicated to providing excellent and efficient customer service. The warranty policy explains our warranty process and procedures.

# NEED STATEMENT TO EXCLUDE CONSEQUENTAL DAMAGES

#### **SCOPE OF WARRANTY:**

All BMR USA are warranted against faulty materials, manufacturing processes, and overall defects of the motor.

THE WARRANTY SET FORTH IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY THE SELLER WITH RESPECT TO THE GOODS AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER.

#### FOR BUYER'S USE OR PURPOSE

This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance, continued use when a defect is detected or application or any other cause not the fault of Seller. To the extent that Buyer or its agents has supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and the preparation of Seller's quotation, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

If within thirty (30) days after Buyer's discovery of any warranty defects within the warranty period, Buyer notifies Seller thereof in writing, Seller shall, at its option and as Buyer's exclusive remedy, repair, correct or replace or refund the purchase price for, that portion of the Goods found by Seller to be defective. Failure by Buyer to give such written notice within the applicable time period shall be deemed an absolute and unconditional waiver of Buyer's claim for such defects. Seller shall have the right to require the Buyer to deliver the Goods to Seller's designated repair center or manufacturing facility.

All costs associated with dismantling, reinstallation and transportation to and from Seller's designated repair center or manufacturing facility and the time and expense of Seller's personnel and representatives for site travel and diagnosis under this warranty shall be borne by the Buyer. Goods repaired or replaced during the warranty period shall be covered by the foregoing warranty for the remainder of the original warranty period or ninety (90) days from the date of shipment, whichever is longer. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, either alone or in combination with other products/components.

## WARRANTY PERIOD

All motors purchased are warranted for 36 months from date of manufacture or 24 months from date of installation. All warranty claims must include purchase and start-up date and be submitted to BMR USA prior to expiration of the warranty.

## PROCEDURE TO RECEIVE WARRANTY SERVICE

BMR USA allows any authorized EASA electric repair facility to inspect the product in question only with prior written authorization from BMR USA .The electrical repair facility is required to include an explanation of the failure, description in how the motor was used, motor model number, serial number, and all other pertinent data required for that particular motor.

## BMR USA AUTHORIZED SERVICE CENTER POLICY

In order to become an BMR USA authorized warranty repair facility we require the following: The electric repair facility must abide by the BR USA service center policy procedures The electric repair facility must abide by and implement **EASA** standards for repairs and testing practices. The electrical repair facility must be an **AUTHORIZED EASA REPAIR FACILITY.** 

#### **SERVICE CENTER REPAIR PROCEDURES:**

- The electrical repair facility must call or write BMR USA prior to performing work or inspecting the motor.
- If written authorization has been given, inspect the motor to find cause of failure.



WE THEN REQUIRE A STANDARD EASA REPORT ON CAUSE OF FAILURE. FORWARD REPORT TO BMR USA BY EITHER MAIL OR FAX. BMR USA THEN RESERVES THE RIGHT TO MAKE A DETERMINATION TO REPLACE OR REPAIR THE MOTOR.

# **CUSTOM MOTOR ORDER POLICY**

#### **GENERAL**

All BMR USA that are considered a "non-stock" item will require a 30% non refundable deposit at the time the order is placed. The remaining 70% will be invoiced on a net 30 after the product has been delivered to the customer location. A 50% cancellation fee will be charged on any and all cancelled orders.

#### **QUESTIONS?**

If you have any questions or concerns our policy statement may not have addressed please feel free to call us anytime at **480-390-4980.** We look forward to working with you in the near future.



CORPORATE OFFICE:

Kansas City, KS 66109

SALES OFFICE:

5803 E Klngs Ave PH-480-390-4980 STOCKING LOCATIONS:

Hayward, CA Ada, OK









