



Standard Terms and Conditions of Sale

Unless otherwise agreed upon in writing, all sales between Mitech Controls (Seller) and the Buyer are subject to the following terms and conditions. Order placement by Buyer is an agreement to be bound by these terms and conditions. No other terms and conditions will be accepted, including those accompanying Buyer purchase orders, unless agreed upon in writing. Mitech Controls reserves the right to modify or amend these terms and conditions without prior notice. Effective dates can be found at the bottom of the Terms and Conditions page and accessed at anytime via www.mitechcontrols.com

1. All orders must be placed in writing with Mitech Controls via email with your customer service representative.
2. Prices are subject to change without notice. Prices quoted at the time of order will be honored by Mitech unless prior written notice has been provided to the buyer. Quotes are valid for 30 days from date of issuance unless otherwise noted. *4/2025 At present because of Tariffs prices can't be held 30 days
3. Lead times and delivery dates are best estimates based on current manufacturing capacity and inventory availability. Mitech Controls will do everything in its power to meet or exceed quoted lead times and delivery dates. Buyers will be notified if estimated lead times or ship dates change. Mitech Controls assumes no liability for loss, damages or any other consequential damages due to delays in manufacturing.
4. Custom designed items may be subject to NRE "Non-Recurring Engineering" charges. NRE charges will be provided at the time of quoting and prior to order acceptance. Custom items may require a non-returnable deposit prior to manufacturing.
5. Incoterms are Ex Works (EXW). All shipments are sent via UPS Ground unless otherwise noted. Buyer may request a different shipping carrier and/or transit speed at the time of order. Freight costs are prepaid by Mitech Controls and added to the invoice unless a shipping collect number is provided. Any international shipments that are subject to import duties, customs charges, etc. are the responsibility of the buyer.
6. Terms of payment are Net 30 Days to qualified buyers. A Customer Credit Application must be submitted and accepted by Mitech Controls to utilize Net 30 Day payment terms. Mitech Controls accepts credit card and cash in advance payments for nonqualified buyers. Fees may apply.
7. Any order cancellation or change requests must be made, in writing, prior to order shipment. All requests will be reviewed on a case by case basis. A cancellation or modification charge may apply to cover work in progress.
8. Product returned for warranty evaluation must first be issued an RMA "Return Material Authorization" number. All returns for warranty evaluation must be returned in original packaging. Mitech Controls requires all returned items be cleaned and sanitized of any harmful substances. Any products that appear to be contaminated with harmful substances will be discarded by the Seller and no credit or replacement will be provided.
9. All other product returns must first be issued an RMA number. A restocking fee may apply. Custom, discontinued and used items cannot be returned.



10. Mitech Controls warranty does not cover defects and/or damage caused by misuse, acts of God, abuse, accident, non-factory alterations, misapplication and any other non-factory modifications. The purchasing entity is responsible for confirming media compatibility, functional adequacy and proper installation of the instrumentation. Mitech Controls shall not be held responsible for incidental, punitive or consequential damages including loss of income, loss of profits, loss of business, business interruption or any other commercial damages caused by the misuse of product. Mitech Controls is not responsible for any personal injury caused by the misuse of product.

11. Returns and credits may only be issued to original buyer.

12. In the event a product is returned for warranty evaluation and the failure is found to be manufacturer related, a credit or replacement product will be offered at the discretion of the Seller.

13. If an item is returned for failure analysis and no failure is observed, an evaluation fee may apply.

14. Special terms and conditions may apply to certain customer accounts, projects and purchasing agreements.

Terms & Conditions effective 4/2025