

SHIPPING & RETURN

1. INSTALLMENTS / DELIVERY

Unless otherwise expressly stated, UMH shall have the right to make delivery in installments. All installments shall be separately invoiced and paid as billed without regard to subsequent deliveries. Failure of Customer to pay for any installment when due, shall excuse UMH from making further deliveries. Delay in delivery on any installment shall not relieve Customer of its obligations to accept and pay for remaining installments.

2. DELIVERY; INSTALLATION; QUANTITY

Estimates of delivery and installation times are subject to revision upon receipt of complete ordering information by UMH. Delivery or tender of delivery of any installment of any goods or products within fifteen (15) days after the date specified for delivery shall be deemed timely performance by UMH. There shall be no liability for failure or delay of delivery due to acts of God, acts of Customer, Government action, fire, flood, war, accident, strike, casualty, lockout, boycott, embargo, strikes at the port, terrorism, riot, labor trouble or shortage; inability to obtain material equipment or transportation, or other causes beyond the reasonable control of UMH. All express and delivery charges shall be paid by Customer without discount. Delivery or tender of ninety (90) percent of the quantity specified for an installment shall constitute performance and installments shall be accepted by Customer and paid for at contract prices and terms. Title and risk of loss or damage shall pass to Customer on delivery to Customer's carrier or dock (Freight on Board/point of shipment.)