



TERMS AND CONDITIONS OF SALE

1. **ACCEPTANCE.** Seller will accept Buyer's order expressly conditional upon buyer's assent to the following terms and conditions of sales. This assent will be assumed unless express objection is sent within ten (10) days of receipt.
2. **PRICES.** Prices, quotations, specifications, and other terms and all statements appearing in Seller's catalogs, brochures, advertisements, and otherwise made by Seller, are subject to change without notice. Where applicable, Seller reserves the right to make changes in design of specification at any time, without incurring any obligation to provide same on items previously purchased, or to continue to supply obsolete items. The weights and dimensions shown in Seller's sales literature are not guaranteed. Unless otherwise specifically provided in writing, the prices quoted are based upon manufacture of the quantity and types originally specified and are subject to revision when interruptions or engineering changes are caused or requested by customer. We are not responsible for typographical errors made in any of our publications or for stenographic or clerical errors made in preparation of questions. All such errors are subject to corrections. Seller has not reviewed, nor is required to review the Buyer's supplied bid or quote request and any subsequent specifications for correctness. Seller does not recognize any penalty clause or performance based clause, unless approved by the company in writing.
3. **PAYMENT.** Invoices will be issued as of the date of shipment or when ready to ship or in accordance with a progress payment schedule. Invoices are due net 30 days and payable in lawful money of the United States upon issuance thereof. Delinquent invoices shall be subject to interest charges at 1 ½ percent per month. If the Buyer fails to meet full terms of payment on any order, the Seller may defer shipments until such payments are made, or may, at its option, cancel the order. The Seller reserves the right, even after partial shipment on account of any order, to require from the Buyer satisfactory security for performance of the buyer's obligations and refusal to furnish, and, at its option, to cancel the order.
4. **SHIPMENTS.** All shipments are made F.O.B. plant freight collect or prepaid added to the invoice (unless otherwise specified) and boxing and packing for domestic shipment are included in the quoted price. When special domestic or export packing is specified involving greater expense than that customarily supplied, a charge may be made to cover such extra expense. When ordering, state clearly method of shipment. Unless otherwise specified, we will normally use the best, least expensive surface transportation. Reasonable care is exercised in packing our product for shipment and we assume no responsibility for delay, breakage, or damage after having made delivery "in good order" to the carrier. All claims for breakage and damage should be made to carrier, but we will be glad to render assistance in securing satisfactory adjustment of such claims. Seller shall not be responsible for delays, losses, or damages to Buyer, or third parties, due to direct or indirect actions arising from a labor strike, labor difficulty, shortage of supplies, unavailability of transportation, riot, casualty, omission or act of/by Buyer, and Force Majeure. Seller reserves the right to ship in advance and invoice Buyer.
5. **DELIVERY.** Shipping dates are approximate and are based on prompt receipt of all necessary information at the factory. In cases where delay in furnishing complete information, dates of shipment may be extended for a reasonable time based on conditions at the factory. Receipt of the goods by the Buyer shall continue a waiver of claims for delay. Seller shall not be liable for, nor be deemed in default by reason of, any delay or failure is caused in whole or in part act of God or the public enemy, law, regulations, or order of any governmental agency, riot, strike or civil commotion or any other cause, direct or indirect, beyond the Seller's control. Equipment shipped to Buyer, by the Seller is not intended to be re-sold or distributed to those foreign counties listed by U.S. government agencies as restricted.
6. **DRAWINGS FOR APPROVAL.** Seller's delivery schedule is based on manufacturing equipment without the need for drawing approval. Where approval by the Buyer is required, the Seller reserves the right to extend the delivery schedule, based upon the additional time necessary to provide such drawings and associated materials. Upon the return and review of approval drawings, and where changes to the equipment are made, Seller may alter the invoice to the Buyer, for the changes required with engineering, manufacturing and components, where applicable.
7. **CANCELLATION AND DEFERRED DELIVERIES.** Orders placed cannot be canceled, nor can deferred deliveries of goods made up or in process be extended beyond the original delivery date specified, except with Seller's written consent and upon terms which are acceptable to Seller. Equipment held for Buyer is held at Buyer's expense and risk and shall be subject to changes for storage and handling, insurance and transportation.



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8. **INSPECTION AND SPECIAL TESTING.** Buyer's inspection during the process of manufacture, or prior to delivery is not contemplated and will not be performed unless expressly agreed to in writing. If Buyer inspects the goods, the inspection will be made under the supervision and at the convenience of Seller. If such inspection causes an increase in the cost or time of performance, an appropriate adjustment will be made to contract price and/or schedule. Buyer shall describe any special or unique testing, verification and reports required. Testing involving witness or acceptance at Seller's facility or at another location shall be described in the purchase order. Additional costs for any such testing, from the normal production and functional testing performed by the Seller will be invoiced to the Buyer.
9. **TAXES.** The amount of all Federal, State or local taxes applicable to the sale, use, delivery or transportation of the articles sold hereunder and all duties, imposts, tariffs and other similar levies shall be added to the contract price and paid for by the Buyer except where the Buyer shall furnish appropriate certification of exemption there from.
10. **EQUIPMENT RATINGS.** Equipment shall be rated in accordance to the applicable standards of IEEE, ANSI, NEMA, IEC and UL; designed, manufactured for "usual and normal" service condition installations. Installations where intended service conditions exceed "usual and normal" are to be disclosed within the Purchaser's written purchase order. This includes, but is not limited to, nuclear and seismic installations.
11. **EQUIPMENT DESIGN.** Seller shall design all equipment including power factor correction and harmonic correction equipment based upon known industry guidelines and commonly accepted manufacturing practices. Certain information shall be provided by the Buyer, which is necessary to complete the finished product, and is to be provided at time of order. Seller offers no guarantee for any financial savings from resulting corrected power factor. Applications for harmonic correction shall be identified by the Buyer, including appropriate information to allow for proper sizing and ratings. Seller offers no guarantee where incomplete, inaccurate, or lack of harmonic information is provided. Seller is not responsible for those requirements for installation, including but not limited to, specific codes, sizing of equipment and materials involved in the installation.
12. **PROPRIETARY SOFTWARE.** Buyer is entitled to use the Seller's provided software, when included with equipment purchase. As said software is a valuable product of the company, including expressive ideas, creative efforts and confidential information, the Buyer agrees to non exclusive use, as title to software remains with the company.
13. **CUSTOMER DESIGNS AND CUSTOMER SUPPLIED EQUIPMENT.** Seller will protect Buyer of any infringement of patent, trademark, or copyright; however this shall not be valid if Seller manufactures equipment to Buyer's own designs and specifications, or where Buyer supplies any components utilized in finished equipment.
14. **MATCH AND LINE OF EQUIPMENT.** Engineering consideration, where match and line with other existing equipment is required by the Seller, may include but not be limited to site visits, review of existing drawings and other suitable details. Seller reserves the right to amend the pricing after review of the complete information.
15. **WARRANTY.** Seller's standard warranty shall apply.
16. **APPLICABLE LAW.** This contract shall be construed according to the laws of the State of Ohio.
17. **ENTIRE AGREEMENT.** The provisions continued herein constitute the entire agreement of the parties and supersedes all previous communications and representation, either verbal or written, between the parties hereto with respect to the subject matter hereof. This agreement may not be changed, altered, supplemented, or added to at any time except by supplemental written contract.

ACCEPTED: _____ **Date:** _____