

# TERMS AND CONDITIONS OF SALES

## 1. Shipments

Shipments, deliveries, payment terms and performance of work shall at all times be subject to the approval of the seller. The seller may, at any time, decline to make any shipment or delivery or perform any work except upon receipt of payment or security or upon terms and conditions satisfactory to the seller.

## 2. Prices

All prices quoted by the seller are net. List prices are subject to change without notice. Prices stated on this form are contingent upon acceptance of delivery by the buyer of all goods subject to this order within six (6) months and can be increased or decreased at the seller's option upon ninety (90) days' written notice by the seller. Subject to section 1, the seller's payment terms are net thirty (30) days, from the date of invoice. Pursuant to Connecticut law, a charge of one and one-half percent (1-1/2%) per month is made on the past due balance of any account in order to reimburse the seller for estimated administrative and other costs associated with delinquent accounts. The buyer agrees that such a charge is reasonable in the light of the anticipated or actual harm caused by reason of the Buyer's delinquency, the difficulties of proof of loss, and the inconvenience or nonfeasibility of the seller otherwise obtaining a remedy. The buyer further agrees that such a charge is not an agreement, express or implied, to give further time for payment.

## 3. Taxes

The Buyer shall promptly pay any taxes which the seller may be required to pay or collect under any existing or future law for the account of the Buyer. Connecticut sales tax shall be added to shipments made within Connecticut unless a valid resale certificate has been filed with the Seller.

## 4. Costs

All transportation costs, insurance charges, payment convenience fees, currency exchange fees, export documentation cost, handling cost, priority processing fees and miscellaneous cost shall be invoiced to the buyer. F.O.B. point is Enfield, Connecticut. The Seller reserves the right to ship by carrier of its discretion unless otherwise specified by the buyer.

## 5. Rush Orders

Orders placed for same day shipment are subject to a service charge.

## 6. Warranty

If the goods furnished to the Buyer shall fail, due to defective material or workmanship, within one (1) year from the date of shipment, the Seller shall replace such non-conforming goods or repair such non-conforming goods without charge to the buyer. This warranty does not apply if the goods have been damaged by accident, abuse, misuse, modification or misapplication; by damage during shipment; or by improper service. The foregoing warranty is exclusive and NO OTHER WARRANTY, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A GENERAL OR PARTICULAR PURPOSE OR DESIGN SHALL EXIST IN CONNECTION WITH ANY OF THE GOODS SUPPLIED HEREUNDER. AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED. This warranty allocates the risk of the failure of goods between the Seller and the Buyer as authorized by applicable law. No employee, agent, dealer, or other person is authorized to give any warranties on behalf of the Seller or to assume for the Seller any other liability in connection with any of its goods except in writing and signed by an officer of the Seller. Although the Seller makes every effort to ensure the accuracy of specifications at the time of publication, specifications for products described in this publication are subject to change without notice. The Seller makes no representation that the goods comply with any present or future international, federal, state or local regulation or ordinance. Compliance is the Buyer's responsibility. The use of the Seller's goods should be in accordance with the provision of the national Electric Code, U.L., and/or other industry, military or international standards that are pertinent to the particular end use. Installation or use not in accordance with these codes and standards could be hazardous.

## 7. Claims

All goods shall be inspected by the Buyer when received, and every claim on account of defective material, workmanship, or shortages, or for any other cause, shall be deemed waived by the Buyer, unless made in writing and received by the Seller within thirty (30) days from the date of receipt of such goods to which such claim relates. Upon receipt of such claim, the Seller shall be given a reasonable opportunity to inspect such goods. No goods shall be returned to the Seller without the Seller's written authorization. Returned goods shall be subject to a restocking charge, F.O.B. destination and prepaid. The Seller reserves the right to overship or undership by 5% on NON-STOCK items. No claim of any kind, whether as to goods delivered or for non-delivery of goods, shall be greater in amount than the purchase price of the goods in respect of which such damages are claimed.

## 8. Change Orders

Seller shall accept at its sole discretion, any order changes and cancellation (up to 30 days prior to shipment) of standard items for which a ready market exists and/or for items, which the order has not yet been issued with the overseas supplier. Cancelled orders shall be subject to a cancellation charge.

## 9. Cancellations

Scheduled orders are non-cancellable. However, Seller will consider a request for cancellation if the product is not already in Seller's stock, en route from manufacturer's factory, or in production at time of Buyer's request.

## 10. Damages

IT IS EXPRESSLY AGREED THAT SECTION 6 STATES THE BUYER'S SOLE AND EXCLUSIVE REMEDY for any breach of warranty and for claim for personal injury, property damage or commercial loss, whether sounding in contract, tort, strict liability or negligence, based on any defect on any goods of the Seller. Without limiting the generality of the preceding sentence, it is expressly agreed that the SELLER SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, including any labor or other costs, incurred by the buyer as a result of such defect or incident to the repair or replacement, or inability to use, any good.

## 11. Force Majeure

The Seller shall be excused for any delay in performance due to acts of God, war, riot, embargoes, acts of civil or military authorities, fires, floods, accidents, quarantine restrictions, strikes, differences with workmen, delays in transportation, shortage of fuel, labor or materials, or any circumstantial cause beyond the control of the Seller in the reasonable conduct of business.

## 12. Modification of Agreement

This agreement cannot be modified in any way, except in writing, signed by the parties herein.

## 13. Waiver

Waiver by the Seller of a breach of any of the terms and conditions set forth above shall not be construed as a waiver of any other or subsequent breach.

## 14. Governing Law

Connecticut law governs this transaction.

## 15. Collection Costs

In the event the Buyer defaults in the terms of payment, the Seller may recover from the buyer all costs of collection, including without limitation reasonable attorneys' fees, whether or not such collection includes the commencement of a lawsuit.

## 16. Terms and Conditions

The Seller accepts orders only upon the foregoing terms and conditions, which shall prevail notwithstanding any variance with the terms and conditions of any order submitted by the Buyer. Acceptance of delivery of goods shall be deemed agreement herewith by the Buyer.

## 17. Technical change rights reserved

