

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. Minimum order is \$50.00. Prices are subject to change without notice. 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 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.
- 4. Costs:** All transportation costs and insurance charges 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. The additional cost for export documentation, certificate of compliance, shipments requiring special processing, handling, etc., will be subject to a documentation charge.
- 5. Rush Orders:** Orders placed after 3:00 PM 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 thirty (30) days 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 improper service. The foregoing warranty is exclusive and NO OTHER WARRANTY, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING 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 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 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 International Standards for the applicable country, the national Electric Code, U.L., and/or other industry or military 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. 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:** Request for a scheduled delivery change or cancellation will be deemed waived by Buyer, unless the Seller is notified thirty (30) days prior to the original scheduled delivery. Cancelled orders shall be subject to a cancellation charge.
- 9. Damages:** IT IS EXPRESSLY AGREED THAT SECTION 7 STATES THE BUYER'S SOLE AND EXCLUSIVE REMEDY for any breach of warranty and for any 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.
- 10. 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, difference 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.
- 11. Modification of Agreement:** This agreement cannot be modified in any way, except in writing, signed by the parties herein.
- 12. 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.
- 13. 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 attorney's fees, whether or not such collection includes the commencement of a lawsuit.
- 14. 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 the goods shall be deemed agreement herewith by the Buyer.
- 15. Acceptance:** All orders are subject to final acceptance by International Configurations, Inc.

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