

# GENERAL INFORMATION STANDARD TERMS AND CONDITIONS OF SALE



## SALES

### 1. PRICES AND DATA:

Published prices, discount schedules, design specifications, etc. are subject to change without notice. They are prepared for the purpose of furnishing general information and are not quotations or offers to sell on the part of the company.

We reserve the right to change designs without notice. The Buyer should use **certified prints** for construction where exact dimensions are critical.

### 2. QUOTATIONS:

Quotations are subject to change or correction upon notice.

Quotations not accepted by the Buyer within thirty (30) days are subject to review and revision.

### 3. USE OF PROPRIETARY INFORMATION:

Diagrammatic representations, schematics, descriptions, pricing and other information provided in conjunction with quotations and orders remain the sole and exclusive property of ELECTROL and may not be used, reproduced by, or provided to any individual or company for any commercial, proprietary, or other purpose whatsoever, except as specifically authorized or licensed by ELECTROL in writing in advance of any such use or reproduction. Publication and distribution of said information does not constitute such authorization or licensing.

### 4. MINIMUM BILLING:

Minimum Billing will be \$50.00. Different product types may be combined to reach minimum.

### 5. TRANSPORTATION:

Shipments from ELECTROL plants and warehouses are F.O.B. shipping point. Any transportation damages must be claimed by the Buyer and the Buyer must submit a claim to the carrier.

### 6. ACCEPTANCE, ALTERATION, AND CANCELLATION OF ORDERS:

A) No contract between ELECTROL and Buyer shall be deemed in existence until the order has been acknowledged in writing by ELECTROL. We reserve the right to refuse or cancel an order for any reason.

B) Any changes with regard to quantity or control specifications made by the Buyer must be made and confirmed in writing at least thirty (30) days in advance of the scheduled ship date. In the event of any such change, ELECTROL shall be entitled to revise its price and delivery schedule.

Delivery schedule of goods made up or in process can be extended beyond the original shipping date only with ELECTROL'S written consent and upon terms which will equitably indemnify ELECTROL.

C) Any cancellation by the Buyer of an order must be received in written form and be approved by ELECTROL. In the event of any cancellation of any order, in part or in whole, the Buyer shall pay to ELECTROL the reasonable costs, expenses, damages incurred, including, but not limited to, engineering expense, production and materials expense and costs incurred by ELECTROL due to cancellation of our orders to outside suppliers, and materials bought specifically to fulfill the subject cancellation order. For orders in production, cancellation charges will be determined by status of build.

### 7. TERMS OF PAYMENT:

The standard terms of payment are thirty (30) days net. A 1 1/2% service charge will be applied to all past due accounts.

Parts and accounts without prior credit approval will be shipped C.O.D. By reason of Financial condition of Buyer or otherwise, ELECTROL may require payment in advance. Allow at least one week to process credit applications. Orders requiring custom parts or engineering may require progress payments.

### 8. TITLE:

Title to all products ordered and risk of loss shall pass to Buyer upon their delivery to a carrier for shipment. **Any claims for shortages or damages incurred in transit must be submitted by the Buyer directly to the Carrier.**

### 9. DELAYS:

ELECTROL shall not be liable for any defaults, damages, or delays in fulfilling any order caused by conditions beyond ELECTROL'S control,

including, but not limited to acts of God, strike, lockout, boycott, or other labor troubles war, riot, flood, government regulations, or delays of ELECTROL'S subcontractors or suppliers in furnishing materials or supplies due to one or more of the foregoing causes.

Contracts with provisions containing a penalty clause for failure to meet shipment dates are not acceptable unless clause is specifically negotiated with, and approved in writing by, an officer of the company.

## SERVICE

### 10. ENGINEERING SERVICE:

ELECTROL can furnish a competent engineer or tech to supervise start-up or checkout of our equipment in the field. This service must be quoted separately from equipment. When provided, this service is to supplement and complement services provided by the customer. As such, ELECTROL assumes no responsibility or liability for workmanship of others or for damages resulting from their acts or omissions.

### 11. RETURNS:

To return goods for repair or credit consideration, an RMA (Return Material Authorization) number **MUST** be obtained in writing, from ELECTROL. **No claim will be allowed or credit give for material returned without an RMA.** A restocking charge will be applied to returns for credit.

### 12. WARRANTY:

ELECTROL CONTROLS are warranted by ELECTROL CO., INC. to the original user against defects in workmanship or materials under normal use (rental use excluded) for one year after date of purchase.

Any part which is determined to be defective in material or workmanship must be returned to ELECTROL headquarters, or an authorized Service Center, as ELECTROL designates, shipping costs prepaid. Control will be repaired or replaced at ELECTROL'S option. Expenses incurred by Buyer in repairing or replacing any defective product will not be allowed except where authorized in writing and signed by an officer of the company.

The warranty provided by ELECTROL specifically excludes and is voided by the Following:

A) Products and parts damaged in shipment.

B) Failures due to operation of products beyond rated capacities, in connection with equipment not approved by ELECTROL, or in any otherwise improper manner.

C) Failures due to misapplication, abuse, improper installation, or abnormal conditions (temperature, humidity, abrasives, dirt or corrosive matter, line imbalance).

D) Products or parts which have in any way been tampered with or altered by a party other than an authorized ELECTROL service tech. On equipment furnished by ELECTROL but manufactured by others, we will extend the same warranty as ELECTROL receives from the manufacturer thereof.

### 13. NON-REPAIRABLE CONTROLS:

Some inexpensive controls, as designated in ELECTROL literature, may not be returned for repair.

### 14. WARRANTY DISCLAIMER:

ELECTROL has made a diligent effort to illustrate and describe the products in this literature accurately; however, such illustrations and descriptions are for the sole purpose of identification, and do not express or imply a warranty that the products are merchantable, or fit for a particular purpose, or that the products will necessarily conform to the illustrations or descriptions.

Except as provided below, no warranty of affirmation of fact, express or implied, other than as stated in "LIMITED WARRANTY" above is made or authorized by ELECTROL and ELECTROL'S liability in all events is limited to the purchase price paid.

This sale is conditioned on the Buyer's agreement that the terms and conditions set forth above shall be applicable to all orders accepted by ELECTROL and shall cancel and supersede any terms and conditions whether oral or by purchase order forms submitted by Buyer. These terms and conditions are subject to modification only by the mutual agreement of the Buyer and ELECTROL expressed in writing. If these terms and conditions are not acceptable, Buyer must so notify at once.