

Conditions of Sale and Shipment

Note: The following terms are for general information only. All conditions of sales are subject to change and are valid as determined in the latest terms and conditions publication of Moeller Electric Corporation (referred to herein after as "The Company").

1. Acceptance of orders:

All orders are subject to final acceptance by an authorized representative of the Company and are subject to the Company's terms and conditions in effect at the time of acceptance. The Company takes exception to any other terms and conditions except for such terms and conditions as the Company may expressly accept in writing.

2. Prices:

Prices and discounts are subject to change without notice. In the event of a net price change, the price of equipment on order but unshipped will be the price in effect on the date of shipment. In no case will the amount of a price increase exceed 10% of the price at which the order was accepted, except that, if the delivery is delayed upon instructions from the purchaser, prices shall be those in effect when the instructions are received to proceed with the order. Price reductions shall only apply to unshipped portions of outstanding orders. Any addition or alteration to an outstanding order will be accepted at prices in effect when the addition or alteration is accepted. Applicable taxes are additional.

3. Quotations:

All quotations are in accordance with the Company's interpretation of plans and specifications and only material shown on the Company's quotations are included. Written quotations automatically expire thirty (30) days from the date of issue unless sooner terminated by notice. Quotations are subject to all existing or future limitations and regulations issued by any government agency. In the event that a quotation is not accepted in its entirety, the Company reserves the right to decline any parts of the order based on such quotation.

All Stenographic, clerical or other errors are subject to correction.

4. Minimum Billing:

Orders amounting to less than \$ 100.00 net will be billed at \$ 100.00 plus the transportation charge, at a minimum of \$15.00.

5. Terms - Regular:

Terms to purchasers of satisfactory credit are: 30 days net from the date of invoice. Cash discounts, when applicable, are indicated on the face of the Company's invoice. To avoid delay in filling orders purchasers without previous experience with the Company should include credit references with the first order, or send a certified check or money order.

Any amount owed to the Company becomes due and payable immediately in case of change of ownership of the purchaser, attachment or execution against the purchaser or his representatives, unless the Company otherwise agrees.

6. Payments:

Payments should be made to the address indicated on the invoice, or to Moeller Electric Corporation, 25 Forge Parkway, Franklin, Massachusetts 02038.

7. Delivery:

The Company reserves the right to make delivery in installments, unless otherwise expressly stipulated in the contract for sale; and all such installments when separately invoiced shall be paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve the purchaser of its obligations to accept remaining deliveries. Shipments delayed to accommodate the purchaser will be invoiced upon completion of fabrication and additional charges for warehousing, trucking and other incidental expenses created by the delay will be at the expense of the purchaser. Delivery is dependent upon prompt receipt of all specifications, final approved prints and any other details essential to the proper execution of the purchaser's order.

Claims for shortages or other errors must be reported in writing to the Company within 10 days after receipt of shipment. Failure to do so will constitute a waiver of all claims by the purchaser.

8. Shipping Terms:

The method and route of shipment is determined by the Company. When the purchaser specifies a method or routing of shipment other than that selected by the Company, the purchaser will be billed accordingly. No credits will be allowed in lieu of transportation in the case of pickups at the Company's warehouses, branches, or factory. No transportation charges can be deducted from a selling price.

When the destination can only be reached by ship, or air, shipment will be made F.O.B. point of shipping. Air freight, water freight, heavy lift charges, pier delivery charges, wharfage, marine insurance and the cost of stevedoring are chargeable to the purchaser. These terms include shipments to Alaska, Hawaii, Puerto Rico, and the Virgin Islands.

9. Packing other than standard:

If other than standard commercial packing is required the cost of such special packing (determinable only after packing is completed) will be charged to the purchaser.

Export packing shall be considered as packing other than standard.

10. Acceptance of orders:

The purchaser will be responsible for any applicable export license and all associated costs involved with said license on any export project.

11. Responsibility and Title:

Title in the equipment shall remain with the Company as security only and until full payment therefore. Risk of loss for the equipment shall pass to purchaser upon shipment from F.O.B. point of shipment.

12. Loss or Damage in Transit:

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The Company does not hold itself responsible for any loss, damage, (obvious or concealed) or pilferage sustained in transit. Claims of such character should be made, by the purchaser, promptly against the transportation company. If the Company is notified of such claims, the Company will offer to lend assistance to secure adjustment. The Company employs experienced packers and cannot be held responsible for breakage that occurs after the Company's securing the "Received in Good Order" receipt from the transportation company.

13. Return of Merchandise:

No equipment may be returned unless authorization has been obtained from an authorized representative of the Company. Unauthorized returns of equipment cannot be accepted.

A. To be returned for credit:

Only unused equipment of current design may be returned for credit. Where a purchaser returns equipment for reasons of his own, a minimum restocking charge of 20% of billing, plus transportation charges, will be made. Any cost incurred in putting the equipment into saleable condition shall also be deducted from allowed credit. If return of goods is made necessary by fault of the Company, full credit will be allowed including transportation charges.

B. To be returned for replacement:

If the equipment is under guarantee and the return is made necessary because of defect in material and/or workmanship, providing permission is obtained from the Company for its return, the Company will replace the defective goods "no charge", and will assume the transportation charges.

C. Custom-built equipment:

Equipment built based upon purchaser specification cannot be returned for credit.

14. Cancellations:

Any order placed with the Company can be canceled by the purchaser provided that: a) the cancellation is agreed to in writing by the Company; and b) the purchaser agrees to compensate the Company for engineering, fabrication, outside sourcing of devices and any other demonstrated expenses incurred or commitments made by the Company up to the date of notice of cancellation and all charges incurred by the Company in respect of the cancellation.

15. Force Majeure:

The Company shall not be liable for any delay in the performance of orders or contracts or in the delivery or shipment of goods or for any loss and/or damages suffered by purchaser by reason of such delay when such delay is directly or indirectly caused by fire, floods, accidents, riots, acts of God, war, invasion, sabotage, terrorism and governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials or supplies or any other cause beyond the Company's reasonable control. In any event, the Company shall not be liable for special or consequential damages for loss of use.

Should such a delay occur, the delivery date shall be extended as may be necessary to compensate for the delay.

The Company shall not be liable for any change of dimensions, weights and materials as long as the change is nonessential for the proper performance of the product.

16. Guarantee:

The Company guarantees for a period of one (1) year from the date of the Company invoice that equipment furnished under the order will be of merchantable quality, free from defects in material, workmanship and design each as determined, at the date of shipment by the Company by generally recognized, applicable and accepted practices and procedures in the industry including any specifications furnished by the purchaser and agreed to in writing by the Company for incorporation into the equipment.

Satisfaction of this guarantee, consistent with other provisions herein, will be limited to the replacement or repair or modification of, or issuance of a credit for, the equipment involved at the Company's option, with the Company to determine the availability of service personnel and purchaser to pay associated service expenses: such guarantee satisfaction available only if: (a) the Company is promptly notified in writing upon discovery of an alleged defect and (b) the company's examination of the subject equipment discloses, to the Company's satisfaction, that any defect has not been caused by misuse, neglect, improper installation, improper operation, improper maintenance, repair or alteration, accident, or unusual deterioration or degradation of the equipment parts, thereof due to physical environment or due to electrical or electromagnetic noise environment. THIS GUARANTEE IS IN LIEU OF ALL OTHER GUARANTEES WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING IMPLIED GUARANTEES OF MERCHANTABILITY OR FITNESS and thereby excludes certifications or the like for equipment performance, use or design with respect to any standard, regulation or the like (unless and to the extent independently approved in writing by the Company) AND EXTENDS ONLY TO THE CUSTOMER OR PURCHASER PURCHASING FROM THE COMPANY OR AN AUTHORIZED COMPANY DISTRIBUTOR.

17. Penalty Clauses:

The Company will not accept any liability for penalty clauses of any kind, written or implied, unless specifically approved in writing by the Company.

18. Nuclear Applications:

Unless otherwise agreed to in writing by a duly authorized representative of the Company, products sold hereunder are not intended for use in connection with, any nuclear facility or activity. The Company disclaims all liability for any nuclear damage, injury or contamination and purchaser shall indemnify the Company against such liability, whether as a result of breach of contract, warranty tort (including negligence) or otherwise.

The Company shall identify special controls which are manufactured and tested for use in connection with any nuclear installation or activity by the appropriate catalog number.

The Company will charge a price addition for control devices sold for nuclear applications. Any questions by purchaser regarding products or pricing should be referred to the Company for clarification.