

## 1. TERMS OF PAYMENT

Terms of payment to domestic purchasers of satisfactory credit for all products are NET 30 DAYS FROM DATE OF INVOICE. A late charge of 1.5% per month past due may be added to the unpaid balance of the invoice amount.

If, in the opinion of the Company, the financial condition of the purchaser at any time does not justify continuance of production or shipment on the terms of payment specified, the Company may require full or partial payment in advance.

Prorate payments are due as shipments are made. If shipments are delayed by the Purchaser, payments shall become due from date when the Company is prepared to make shipment. If manufacture is delayed by the Purchaser, payment shall be made based on the contract price and percent of completion.

Apparatus held for the purchaser shall be at the risk and expense of the purchaser.

## 2. PRICES AND QUOTATIONS

All prices and discounts are subject to change without notice.

Prices on orders requesting shipment longer than six (6) months from date of order, or orders held by customer request and not released in time to be shipped within the six (6) month period, or at seller's convenience, are subject to a one and one-half percent (1.5%) per month, or fraction thereof, escalation. In no event shall the invoiced price be greater than the published price in effect at time of shipment.

In event of a price change, the price of equipment on order but unshipped will be the price in effect at time of shipment.

Equipment already shipped and billed is not subject to a price change.

Written quotations automatically expire, unless excepted, within thirty (30) days from date quoted and are subject to termination by notice within that period.

Prices shown in published literature are maintained as a source of general information and are not quotations or offers to sell.

Catalog weights and dimensions are not guaranteed.

All clerical errors are subject to correction.

## 3. FREIGHT ALLOWANCE AND FOB POINT

### Industrial Control and Transfer Switch Products

Our terms are F.O.B. shipping point, with no freight allowed, but with freight prepaid and invoiced as a separate item on the invoice, or billed separately, to any common carrier delivery point in Canada or within any state of the United States except Alaska or Hawaii. Risk of loss and title of goods shall pass to Buyer upon delivery to the designated carrier.

### Fire Pump Control Products

Fire Pump control products, except renewal parts, are F.O.B. shipping point with the lowest cost transportation prepaid and absorbed if the shipment is based on a single order of \$600.00 net, or more, routed to any free common carrier delivery point within the United States except Alaska or Hawaii. Orders with a net total less than \$600 are shipped F.O.B. shipping point, with no transportation allowance. When the purchaser's shipping instructions require the use of a more expensive method of shipment than lowest cost transportation, the Company will ship collect, with no freight allowance. The transportation costs can in no instance be deducted from the selling price. Cartage, stevedoring, insurance and other special costs shall be paid by the purchaser. These terms also apply where land routes are available but water transportation is specified by the purchaser.

The Company will determine the point of origin of shipment, the method of transportation and routing. The purchaser may require shipment by method or routing other than that selected with costs to be borne by the purchaser.

## 4. DELIVERY

Delivery-Shipping promises are made in good faith; shipping dates appearing on acknowledgments of orders, or given the customer in any other manner, are approximate. Where the customer delays in supplying information necessary to proceeding with the order, the date of shipment may be extended accordingly, and determined by the conditions at the Company's factory at the time when the specifications are completed.

The Company shall not be liable for delay in delivery due to causes beyond its reasonable control, or due to acts of God, acts of purchaser, fire strikes, floods, epidemics, quarantine restrictions, war, insurrection, riots, civil or military authority, freight embargoes, car wrecks, delays or shortages in transportation, unusually severe weather or inability to obtain necessary labor, materials, or manufacturing facilities due to such causes, and in the event of any such delay the date of delivery shall be extended for a length of time equal to the period of the delay.

All products are carefully packed for shipment, and the Company will assume no responsibility for delay, breakage or damage after delivery in good order has been made to the carrier.

All claims for loss, damage, or delay must be made to the carrier, by the purchaser.

Claims for shortage or other errors must be made in writing to the Company within 30 days after receipt of shipment. Failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by the purchaser.

## 5. MINIMUM BILLING CHARGE

Orders amounting to less than \$100.00 net will be billed at \$100.00 net.

## 6. ACCEPTANCE OF ORDERS

All orders are subject to acceptance and approval by a principal officer of the Company.

## 7. PENALTY CLAUSE

No penalty clause of any description, in any specification or order will be effective unless specifically accepted in writing by a principal officer of the Company.

## 8. CONSEQUENTIAL DAMAGES

The Company shall not be liable for any consequential, contingent, special or incidental damages whatsoever.

## 9. CANCELLATION

An order once placed with and accepted by the Company can be cancelled only with the Company's consent and upon terms that indemnify the Company against loss.

## 10. RETURNED MATERIAL

No equipment will be accepted for return without first obtaining the Company's authorization and RMA number. The Company will not assure liability or responsibility for equipment returned without prior factory authorization.



Only material as currently manufactured will be considered for return. Returns are limited to purchases made within the prior 24 months. Equipment must be securely packed so as to reach us without damage. Any cost incurred by the Company to put equipment in first class condition will be charged to the Purchaser.

Material returned for credit is subject to inspection upon receipt at one of our facilities and credit will be allowed only if material as received is in new-unused condition. Credit for return will be reduced from the original selling price or the current published prices (whichever is lower) to cover restocking, refinishing or repackaging charges. Material to be returned with freight prepaid.

Equipment built to Purchaser's specifications will not be accepted for return without written acceptance by the Company and will be restocked at a percent of billing invoice determined by the Marketing Manager.

If return is due to fault of the Company, full credit will be allowed including transportation charges.

#### 11. WARRANTY GUARANTEE

The Purchaser has a reasonable time to ascertain whether the apparatus is as represented. Tests made by the Purchaser shall be made within 60 days from date of shipment. The conditions of such tests shall be mutually agreed upon and the Company shall be notified of and reserves the right to be represented at any test. Attempts to disassemble or repair equipment by the customer will invalidate all intended warranty. There are no warranties after acceptance but the Company will repair or replace F.O.B. factory, any part which under normal and proper use proves defective in workmanship or material within one year from date of shipment, (two years for automatic transfer switch). The correction of such defects by repair or replacement shall constitute fulfillment of all the Company's obligations with respect to the apparatus sold hereunder. With respect to goods furnished but not manufactured by Hubbell, the warranty obligations of Hubbell shall in all respects conform and be limited to the warranty extended to Hubbell by the supplier.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY WHETHER WRITTEN, ORAL, OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### 12. REPAIR PARTS

When ordering repair parts the customer must provide the serial number and type number of the control equipment stamped on the nameplate. The part name and number should be given, when available. Spare parts information will be furnished upon request.

#### 13. REPLACEMENT EQUIPMENT

When ordering complete control equipment for replacement purposes, the customer should supply the serial number and type number of the original equipment.

#### 14. TAXES

Any manufacturer's tax, use tax, sales tax, or tax or duty of any nature whatsoever, which may be assessed against this order, shall be added to the price quoted or invoiced and shall be paid by the purchaser.

Purchaser agrees to pay or reimburse any such taxes which the Company or its subcontractors or suppliers are required to pay, or provide at the time the order is submitted an exemption certificate or other document acceptable to the authority imposing the same.

#### 15. GENERAL

Any assignment of an order, or any right hereunder, by the purchaser without written consent of the seller shall be void.

The provision of any contract resulting from an order is for the benefit of the parties thereto and not for any other reason.

No waive, alteration, or modification of any of the provisions hereof shall be binding unless in writing and signed by a duly authorized representative of the seller.

Seller hereby objects to any conflicting term and condition contained in any purchase order or other document submitted by buyer.

#### 16. GOVERNING LAW

Acceptance of orders shall be construed under and governed by the law of the state of Ohio as if entered into and fully performed therein.

#### 17. SCHEDULED START-UP, PREVENTIVE MAINTENANCE AND INSPECTION SERVICE

See Bulletin 1000A for details.

#### 18. DRAWING AND INSTRUCTION MANUALS

##### Prints for Installation

When stated on the purchase order at the time of order entry, Industrial Controls, Inc. (I.C.I.) will furnish prints of each wiring diagram, resistor drawing, and outline drawing for installation. I.C.I. will furnish, without charge, up to ten (10) prints or one (1) paper reproducible tracing from which additional prints can be made. If no quantity is specified, five (5) prints of each drawing will be made for preparation of additional prints once the initial drawing transmittal is made.

##### Prints for Customer Approval

When prints for customer's approval are specified on the purchase order, these will be supplied in addition to any installation drawings. I.C.I. will furnish, without charge, up to ten (10) prints or one (1) print and one (1) reproducible tracing from which additional prints can be made. All manufacturing and shipments will be held until approved drawings are returned to I.C.I.

##### Excessive Quantities of Prints

When the quantity of prints requested by a customer exceeds the quantities listed here, additional prints or reproductions can be supplied at the prices shown below. Note that these prices are per sheet prices. Wiring diagrams normally are of C or D drawing size and may consist of multiple sheets. A minimum charge of \$100.00 net will apply.

##### Instructions Manuals

When stated on the purchase order at the time of order entry, I.C.I. will furnish, without charge, up to twelve (12) instruction manuals. These manuals normally consist of a binder containing index sheets, service bulletins, wiring diagrams and resistor drawings. The number and types of prints required to prepare the manuals will vary. If more than twelve (12) instruction manuals are desired, additional manuals can be purchased at \$50.00 net each, if specified at the time of order entry. A set-up charge of \$100.00 net will be made for preparation of additional manuals not specified on the original order. Special instruction manuals available per customer specifications at additional costs.

#### 19. SPECIAL WIRING DIAGRAM/ENGINEERING

Purchase of a number of standard devices, such as full magnetic control equipment, that are to be connected together to form a composite control system, does not include a composite wiring diagram as standard practice. I.C.I. will supply individual wiring diagrams for each major component; however, the responsibility for the interconnection of these standard components and the wiring diagram to support this interconnection is normally a function of the purchaser.

Consult factory for cost estimate.

#### 20. C.A.D. (COMPUTER AIDED DRAWING) DIAGRAMS

C.A.D. diagrams supplied on diskette are available for some products. Consult factory for availability and cost.



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