

TERMS AND CONDITIONS OF SALE

ACCEPTANCE: All orders are subject to final acceptance by MENNEKES Electronics Incorporated DBA MENNEKES Electrical Products (MENNEKES).

PRICES: All prices quoted by MENNEKES will be NET and F.O.B. Fairfield, New Jersey.

TERMS: Standard payment terms are Net 30 Days from Date of Invoice. As an alternative, MENNEKES also accepts most major credit cards. Shipments of future orders may be affected by past due conditions on an account.

SCHEDULED ORDERS: Orders may be placed with up to twelve (12) shipments deliverable within nine (9) months of initial order date. However, orders scheduled beyond ninety (90) days from initial release date may be subject to escalation. Any reschedule which extends release dates beyond the initial order and are within sixty (60) days of the scheduled ship date will be imposed a 15% rescheduling charge based upon the value of the parts rescheduled, or cancellation charges as outlined below.

PARTIAL SHIPMENTS: Unless an order is marked "Hold for Complete Shipment," material in stock will be shipped immediately. Material not in stock will be shipped as available.

ORDER CANCELLATION: Upon cancellation of an order the Buyer will be immediately invoiced as follows:

1. **Special Orders:** 100% of the value of the items canceled factored as a percentage of outstanding delivery (in weeks) divided by the quoted delivery (in weeks) times the original sales value.

$$\frac{\text{Outstanding Delivery (Weeks)}}{\text{Quoted Delivery (Weeks)}} \times \text{Original Value}$$

2. **Stock Items:** Computed as above less an invoice credit of 50% of original value.

RETURNED GOODS: Authorization must be obtained in writing from MENNEKES before any goods are returned. All Authorized return shipments must bear the Return Goods Authorization Number furnished by MENNEKES; otherwise, goods will not be accepted. All return goods must be in first class, resalable condition and packaged in original packages. If the return of goods is made necessary through any fault of MENNEKES and permission is obtained for return, we will give full credit including all transportation costs. If the return is due to no fault of MENNEKES, a minimum service charge of twenty-five (25)% will be deducted together with all transportation costs. Goods must be securely and carefully packaged so as to reach Seller in good condition. We reserve the right to deduct for any damages sustained in transit. A Return Goods Authorization is good for thirty (30) days from its issue date.

No deduction for return goods is allowable from a payment until a credit memo has been issued by MENNEKES. If upon receipt of goods being returned and/or through further investigation it is determined that permission to return should not have been granted, the Return Goods Authorization will be voided and all material will be returned to Buyer at his expense.

Under no conditions will used, damaged, or out of date material be accepted for return. If such material is received it will be returned to Buyer/Sender at his expense. Under no condition will any material be accepted that is past its warranty period.

MINIMUM ORDERS: A service charge of \$25 will be assessed for any order less than \$100.00. This fee will be waived if the order is shipped via next day air.

SHIPPING: MENNEKES reserves the right to select the appropriate means of transportation, unless buyer desires a specific carrier or mode. Most shipments are made via U.P.S. Ground.

SHORTAGES: Any claim for shortages must be made within ten (10) days after receipt of shipment. Claims for non-receipt must be made within twenty (20) days of invoice.

WARRANTY

MENNEKES warrants that at time of shipment, the Products manufactured by MENNEKES and sold hereunder shall conform with the applicable Written Specifications and Description referred to or set forth in our Product Offering and shall be free from defects in material and workmanship, merchantable, and suitable for a particular purpose, provided such is implied by state laws under the conditions of sale.

MENNEKES agrees to repair or furnish at their option a replacement for any Product which is within one (1) year from the date of shipment by MENNEKES and shall upon test and examination by MENNEKES prove defective in accordance with the above Warranty. Under no such condition is there a warranty expressed or implied beyond this one (1) year period.

Buyer shall notify MENNEKES of any defect within this Warranty no later than thirty (30) days after a defect is discovered.

EXCLUSIONS FROM WARRANTY

This Warranty is limited solely to the above and applies only for the period set forth.

MENNEKES shall not be liable for any loss, damage, or consequential damages of any kind whether based upon warranty contract or negligence, and arising in connection with the sales, use, or repair of the Products.

Under any conditions MENNEKES' maximum liability shall not in any case exceed the contract price for the Products sold and claimed to be defective. This Warranty does not extend to any Product manufactured by MENNEKES which has been subjected to misuse, neglect, accident, improper installation, improper consideration for its use by the buyer, or use in violation of instructions furnished by MENNEKES.

This Warranty does not extend to or apply to any unit which has been repaired, or altered at any place other than MENNEKES' Factory, or by persons not expressly approved by MENNEKES, nor to any unit from which the identification has been removed or altered.

Components or products which utilize MENNEKES Products shall bear only the warranty supplied by the manufacturer of that product. This Warranty does not transfer to that product or its design without the exclusive written permission of MENNEKES.

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