



IEM General Terms and Conditions of Sale

SHIPPING SCHEDULES-PERFORMANCE

When requested, Industrial Electrical Mfg. will establish estimated shipping schedules as close as possible to customer needs and will use its best efforts to meet the estimated schedule. However, Industrial Electric Mfg. shall not be responsible for failure to meet such schedule. Industrial Electric Mfg. shall not be responsible for any loss or damage to customer for whatever reason, or for any loss of or damage of goods when caused directly or indirectly from any cause or causes beyond the control of Industrial Electric Mfg. or the control of its suppliers. Should shipment be held beyond scheduled delivery date for the convenience of the customer, Industrial Electric Mfg. reserves the right to bill for goods and charges for warehousing, insurance, trucking and other associated expenses.

PENALTY CLAUSE

In no event does Industrial Electric Mfg. agree to pay any amount identified as a penalty or as liquidated damages for failure to meet a shipping schedule, unless a specific Agreement to that effect is made in writing and signed by an officer of Industrial Electric Mfg.

CANCELLATION

Orders may be terminated by the purchaser only upon payment of reasonable charges based upon expenses already incurred and commitments made by Industrial Electric Mfg. Cancellation charges for completed items will be 100% of the selling price.

WARRANTIES

Industrial Electric Mfg. warrants the goods sold to be as described and to be free from defects in materials and workmanship under normal and proper usage for a period of one year from date of shipment. No promise, description, affirmation of fact, sample model or representation, oral or written, shall be a part of any order unless specifically set forth herein, or in a separate writing signed by an officer of Industrial Electric Mfg. The warranties set forth above are void if the goods sold hereunder are used in any manner other than their intended purpose or abused or if they are modified, altered or taken apart except according to Industrial Electric Mfg.'s express written instructions. Industrial Electric Mfg. makes no other warranties of any kind, express or implied, and SPECIFICALLY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

PURCHASER'S REMEDIES

Industrial Electric Mfg. agrees to correct any defect in workmanship or material, for merchandise manufactured by it, which may develop under normal and proper usage during a period of one year from date of shipment, or by its option, choose to replace or repay, upon return of the defective part(s) the price paid for such apparatus by the purchaser. Purchaser's remedies shall be limited exclusively to the right of replacement and/or repair or repayment as provided, and do not include any labor cost of replacement. Industrial Electric Mfg., its contractors and suppliers of any tier, shall not be liable in contract, in

tort (including negligence) or otherwise for damage or loss of other property or equipment, loss of profits revenue, loss of use of equipment or power system, cost of capital, cost of purchased or replacement power or temporary equipment (including additional expenses incurred in using existing facilities), claims of customers of the purchaser, or for any special, indirect, incidental, or consequential damages whatsoever. The remedies of the purchaser set forth herein are exclusive and the liability of Industrial Electric Mfg. with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from manufacture, sale delivery, resale, installation or technical direction of installation, repair or use of any equipment covered by or furnished under the contract, whether any contract, in tort (including negligence) or otherwise, shall not exceed the price of the equipment or part on which such liability is based.

WEIGHTS AND DIMENSIONS

Published weights are actual or are careful estimates, but are not guaranteed. The dimensions in catalogs are subject to change without notice and are not to be used for construction purposes.

RETURNING PRODUCTS

Authorization and shipping instructions for the return of any product must be obtained by the purchaser from Industrial Electric Mfg. sales office or distribution outlet before returning the product. The product must be returned with complete identification in accordance with Industrial Electric Mfg. instructions or it will not be accepted. Where a purchaser requests authorization to return the product for reasons of his own, he will be charged for placing the return goods in salable condition (restocking charge) and for any outgoing and incoming transportation paid by Industrial Electric Mfg. In no event will Industrial Electric Mfg. be responsible for a product returned without proper authorization and identification. Industrial Electric Mfg. reserves the right to limit the return of material from any one project to 10% of the value of the project.

ORDERS

All orders received are subject to acceptance by an authorized representative of Industrial Electric Mfg. Orders must be firm commitments giving complete item description (catalog numbers where applicable) including prices, quantity and shipping requirements. Typographical and clerical errors in quotations, orders, and acknowledgments are subject to correction.

CREDIT

Purchasers who do not have established credit ratings with Industrial Electric Mfg. shall send satisfactory credit information or references with first order, or send a certified check or money order to avoid delay in order shipment.

TERMS OF PAYMENT

Terms of payment for all products: Net 30 days. A service charge of 1.5% per month (annual rate 18%) will be added to balances 30 days past due.

MINIMUM BILLING

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

PRICES

Prices, discounts and multipliers are subject to change without notice. Verbal quotations, unless accepted, expire the same day they are made. Written quotations, unless accepted, automatically expire 30 calendar days from the date of issue and can be withdrawn by notice within that period.

POLICY

Orders entered on a "Hold For Release" basis are not manufactured until a release date is received. Allow ample release time to fulfill requirements. Prices on purchase orders placed for orders to be shipped in excess of six months from date of purchase order are subject to increases of 1.5% for each month or fraction thereof in excess of the six months.

ARBITRATION

Any claim arising out of or related in any way to the purchase of goods or services by purchaser, or arising out of or related to these General Terms and Conditions, shall be submitted to binding arbitration before an arbitrator selected by the American Arbitration Association. Such arbitrator shall be knowledgeable in the construction industry, and such arbitration shall be conducted in accordance with the rules of the American Arbitration Association in Fremont, CA. The award entered by the arbitrator may be enforced in any court of competent jurisdiction in Alameda County, CA.

ATTORNEY'S FEES

In any arbitration or litigation arising out of or related in any way to the purchase of goods or services by purchaser, or arising out of or related in any way to these General Terms and Conditions, the prevailing party therein shall be entitled to its reasonable attorneys fees and costs, including but not limited to any fees and costs on appeal or in having an arbitration award confirmed.

SHIPMENT

All shipments are F.O.B. the point of shipment. In the absence of directions prior to the date of shipment, Industrial Electric Mfg. will select the method of shipment it deems appropriate. If the purchaser prefers a specific method or forwarding agent to handle the shipments, complete instructions must be given. All claims for loss, breakage and damage (obvious or concealed) must be made by the customer to the carriers. Claims for shortages or other errors must be made in writing to Industrial Electric Mfg. within thirty (30) days after receipt of shipment. Failure to give such notice will constitute acceptance and a waiver of all claims by the purchaser.

TRANSPORTATION ALLOWANCES

Industrial Electric Mfg. will prepay and allow freight charges for orders above \$1,000, within the continental United States, to a customer's one preferred shipping address. Packing will be at Industrial Electric Mfg.'s sole discretion and will not include export packing.

EXPORT PACKAGING

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 customer.