



TERMS AND CONDITIONS OF SALE

Connector Products Inc. (hereinafter known as "Seller") hereby gives notice to its exception to any different or additional terms and conditions other than as stated herein. All sales are expressly made conditional on Buyer's assent to the following terms and conditions. Buyer's acceptance of the provision of Seller's terms and conditions recited herein shall be conclusively presumed upon Buyer's receipt of good, or if no written objection is received by Seller in fifteen (15) days from the date on Seller's order acknowledgement, whichever event shall first occur. These terms and conditions constitute the entire agreement between Seller and Buyer, and supersede all other communications between the parties, whether written or oral.

F.O.B. POINT: Origin

FREIGHT ALLOWANCE: Freight allowed via least expensive way on all shipments of \$3500.00 or more exclusive of taxes. **Exception:** Shipments to Alaska and Hawaii will be made F.O.B. shipping point with transportation by the most economical means to a west coast port chosen by the Buyer for all shipments of \$3500.00 or more exclusive of taxes. For orders having a net invoice of less than the \$3500.00 shipping charges will be added to invoice at actual cost. In lieu of this charge, Buyer may request shipment freight collect.

TERMS: Terms are 30 days net from the date of Seller's invoice. No cash discount is allowed. A service charge of one and one-half percent per month will be applied to all invoices not paid within 60 days net.

QUOTATIONS: Unless otherwise stated in writing, Seller's quotations are subject to acceptance by the Buyer within thirty (30) days from date of issue.

PRICE: Published prices and discounts are subject to change without notice. Possession of price or discount sheet in no way obligates Seller to sell to the Buyer possessing such price or discount sheet.

SALES AND SIMILAR TAXES: The Seller's prices do not include Federal, State or municipal sales, use, excise or similar taxes. Consequently, in addition to the price specified herein, the amount of any present or future sales, use, excise or other similar tax applicable to the sale or use of the equipment hereunder, shall be paid by the Buyer, or in lieu thereof the Buyer shall provide the Seller with tax exemption certificate acceptable to the taxing authorities.

ACCEPTANCE OF ORDERS: All orders are subject to acceptance by the Seller at its main office, and to such terms that appear in current published price list and on the Seller's order acknowledgement form. Any other terms proposed by Buyer are rejected unless expressly accepted in writing. Orders shall be executed in the State of New Jersey and shall be construed and performed in accordance with the Laws of that State. Orders will be billed at prices in effect at time of shipment unless otherwise agreed.

SALES BY AGENTS: Sales by agents shall be at prices, terms and conditions of sales specified by the Seller.

DELAY: The Seller will use reasonable efforts to meet shipment and delivery dates specified in the order acknowledgement, but such dates are estimates only. The Seller shall in no event be liable for any delay or nondelivery if such delay or nondelivery is caused directly or indirectly by Acts of God, fire, flood, strike or lockout or other labor dispute, accident, civil commotion, riot, war, governmental regulation of order, whether or not it later proves to be invalid, or from any other cause or causes beyond the Seller's

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control. In no case will the Seller be liable for loss of profits or any special or consequential damages on account of any delay in delivery or nondelivery whether or not excused hereafter.

ORDER CANCELLATIONS: Cancellation of part or all of an order is subject to acceptance by the Seller at its main office. If a cancellation is accepted, the Buyer shall take delivery and pay for all special materials or order for which the Seller must take delivery.

SHIPMENT DEFERMENT: Customer requests for shipping deferment must be approved by the Seller and are subject to price negotiation.

WARRANTY-MATERIAL: The Seller warrants all products sold by it to be merchantable (as such term is defined in the Uniform Commercial Code) and to be free from defects in material and workmanship. Buyer must notify Seller promptly of any claim under this warranty. The Buyer's exclusive remedy for breach of warranty shall be the repair or replacement, F.O.B. factory, at the Seller's option, of any product defective under the warranty which is returned to the Seller within one year from the date of shipment. No other warranty, whether express or arising by operation of the law, course of dealing, usage of trade or otherwise implied, shall exist in connection with the Seller's products or any sale or use thereof. The Seller shall in no way be liable for any loss of profits or consequential or special damages incurred by the Buyer. This warranty applies only to the use of the product as intended by the Seller and does not cover any misapplication or misuse of said product.

WARRANTY-APPLICATION: The Seller does not warrant the accuracy of and results from product and system performance recommendations resulting from any engineering analysis or study. Responsibility for selection of the proper product of application rests solely with the Buyer.

PURCHASER INSPECTIONS: Tests, inspections and acceptance of all material must be made at the factory or an approved site to be named by the Seller. Inspectors are welcome at the factory and are provided with the necessary facilities for carrying out their work. Tests, inspections and acceptance of material must be carried out no later than one week prior to shipment date.

RETURNED GOODS: Specific written request and arrangements must be made in advance for Buyer to obtain credit or replacement on material returned. Request for return must be made within one year of original shipment date and material to be returned must be of current design. All items approved for return, Buyer must reimburse Seller for outgoing shipping costs, prepay return shipment and pay a minimum restocking charge of 20%, plus any charges necessary to rework and/or repackage goods to resalable condition.

FAIR LABOR STANDARDS ACT AS AMENDED: The Seller represents that any goods to be delivered hereunder will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

NOTE: These terms and conditions supersede all those published and issued previously by Connector Products, Inc. and are effective May 25, 2012.

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