



Standard Conditions of Sale

Distribution - Pentair Electronic Packaging Company ("P.E.P.C.") is represented by area Sales Representatives located throughout North America. P.E.P.C. products are sold direct and through a worldwide network of selected Electronic Distributors. Contact P.E.P.C. for the name of your nearest Representative or Distributor

Acceptance - No order shall be binding upon P.E.P.C. until accepted and acknowledged in writing by P.E.P.C. Any contract for sale of goods, and these Conditions of Sale, shall be governed by and construed according to the Uniform Commercial Code as adopted in the State of Rhode Island.

Delivery - The estimated shipping date is based on production times required to process the order commencing with the date the order is received by P.E.P.C. In the event it is necessary to revise the design, specifications, or Conditions of Sale, the shipping date shall be extended by the period of time required to achieve the mutually agreed upon corrections or adjustments of the design, specifications, or Conditions of Sale.

Delays in Delivery - Purchaser shall not hold P.E.P.C. responsible for any delay or for any damages suffered by the Purchaser by reason of any delay due to fires, strikes, riots, Acts of God, priorities, government orders or restrictions, delays in transportation, delays by suppliers of materials or parts, inability to obtain necessary labor, or other causes beyond the control of P.E.P.C. In the event of such delay, the shipping date shall be extended for a period equal to the time lost by reason of such delay.

Damage or Loss in Transit - Delivery of goods to a carrier at P.E.P.C.'s plant or other shipping point shall constitute delivery. Regardless of freight payment, all risk of loss or damage in transit shall pass to Purchaser at that time. Purchaser shall make claims for loss or damage to goods while in transit against the carrier; P.E.P.C. will assist Purchaser in securing satisfactory adjustment of such claims. Terms are F.O.B. P.E.P.C. Distribution Center.

Warranties - For all products listed herein, P.E.P.C. warrants goods manufactured by it to be free from defects in materials and workmanship for a period of (1) year from date of shipment from its plant. If within such period any goods shall be proven to P.E.P.C.'s satisfaction to be defective, then and in that event such goods shall be repaired or replaced at P.E.P.C.'s option. Such corrections or replacement of defective goods shall constitute a fulfillment of all liabilities in respect to such goods. Under no circumstances will credit be allowed for unauthorized rework on any materials.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

P.E.P.C. shall not be liable for damages to goods, property, or persons due to improper installation, or through attempts to utilize the goods under conditions that exceed the designed capabilities.

Payment Terms - Net 30 days from invoice date, past due thereafter. Standard payment terms are in U.S. Funds. Thereafter interest shall accrue on unpaid amounts at the rate of 1.5% per month.

Minimum Billing - Orders of less than \$500.00 will be invoiced at \$500.00 plus transportation charges.

Quotations and Prices - Orders will be billed at price in effect at time of order, unless otherwise specified in quotation. All orders require a valid customer PO number, and orders of \$5,000 or more require written confirmation prior to acceptance.

Quotations are valid for thirty (30) days, unless otherwise specified, and represent no obligation until the purchase order is acknowledged and accepted.

The price and performance of this order is subject to resource availability and costs within the control of P.E.P.C. at the time of manufacture. P.E.P.C. reserves the right to cancel or adjust prices and delivery.

Freight Terms - F.O.B. P.E.P.C. Distribution Center. All shipments will be "prepay" or by third party billing. In addition, any additional shipping charges incurred through the use of specialized equipment (lift gates, soft-tops, etc.) shall be paid by the Purchaser.

Export Packing - Where the customer requires export packing, the Purchaser will be charged for extra costs incurred beyond P.E.P.C.'s standard packing.

Catalog Weights and Dimensions - Catalog weights and dimensions are estimates, however, are not guaranteed.

Cancellation - P.E.P.C. will consider requests for cancellation of orders if the factory receives such request in time to stop shipment, and in the case of orders for custom/modified goods, if received prior to modification to the goods. P.E.P.C. may accept or reject such cancellation at its absolute discretion. In the case of standard goods, P.E.P.C. will not cancel orders of extraordinary quantities of goods or in amounts in excess of its normal inventory capacity. In the case of custom/modified goods, in order to consider a request, P.E.P.C. must receive adequate assurances that all costs (including internal costs) in modifying the goods and restoring the goods to be salable as standard goods, will be paid by the Purchaser along with a reasonable cancellation fee. Cancellation charges can total up to 100% of invoice value, subject to the type of product involved and status of work-in-process.

Discounts provided to the Purchaser based on quantity commitments are subject to rescission and retroactive billing should actual quantities purchased be less than committed. Price adjustments will be based upon P.E.P.C. quotation or P.E.P.C. price list.

Returned Goods - Authorization (RMA) and shipping instructions for the return of any goods must first be obtained by the customer or Purchasing Distributor from P.E.P.C., otherwise shipment will be refused. Only unused goods of current design in original carton, purchased from P.E.P.C. and listed in the current P.E.P.C. catalogue, will be considered for return.

If goods are in salable condition, a 20% restocking charge with a \$50 minimum will be deducted from our Credit Memorandum on the returned goods. Transportation charges on the returned goods must be prepaid (or deducted from our credit memorandum if sent collect on a P.E.P.C. preferred carrier). Goods must be returned via the same carrier used on the original sales order. Any cost in excess of 20% restocking charge incurred in placing the goods in salable condition will be charged to the Purchaser by a corresponding deduction from the allowed credit. Goods returned for credit must be carefully packed so as to reach P.E.P.C. without damage. Any items retained for 30 days or more after invoice cannot be returned for credit.

Custom or Modified products cannot be returned for credit. If the return of our goods is made necessary through some fault of P.E.P.C., full credit will be allowed. Return transportation expense from Purchaser to P.E.P.C. will be credited, provided the return has been authorized by P.E.P.C. (RMA) and is in accordance with the shipping instructions.

Taxes and Other Charges - Any manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or other tax, fee, or charge of any nature whatsoever, imposed by any governmental authority on or measured by any transaction between P.E.P.C. and Purchaser, shall be paid by Purchaser in addition to the prices quoted or invoiced.

Compliance with Laws - Purchaser acknowledges that the products and the purchase of products are subject to the customs, import and export control laws and regulations of the United States, and may also be subject to the customs and export laws and regulations of the country in which the products are manufactured and/or received. Purchaser agrees to comply with all applicable laws and regulations now or hereafter in effect, including, but not limited to, the U.S. Export Administration Act and Foreign Corrupt Practices Act.

Patents - P.E.P.C. will defend any suit or proceeding brought against the Purchaser insofar as it is based on a claim that goods, or any part thereof, sold hereunder, constitutes an infringement of any patent of the United States, if notified promptly in writing and given authority, information and assistance, at our expense, for the defense of the same. This agreement shall not extend to any infringement based upon the manufacture, use of sale of any said goods or any part or parts thereof, in combination with materials or things not furnished hereunder.

In the event the use of said equipment by Purchaser is enjoined in such a suit, P.E.P.C. shall, at its own expense and election, either (a) procure for Purchaser the right to continue using said goods, (b) modify said goods to render them non-infringing, (c) replace said goods with non-infringing goods, or (d) refund the purchase price and the transportation costs of said goods. P.E.P.C. will not be responsible for any compromise or settlement made without its written consent. The foregoing states the entire liability of P.E.P.C. with respect to patent infringement by said goods.

As to goods furnished by P.E.P.C. to Purchaser and manufactured in accordance with designs proposed by Purchaser, Purchaser shall defend and indemnify P.E.P.C. against any claim, action, or award made against P.E.P.C. for patent, trademark, or copyright infringement relating to the designs or specifications furnished by Purchaser.

Consequential Damages - NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, P.E.P.C. SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, CONTINGENT, OR INCIDENTAL DAMAGES WHATSOEVER.

Penalty Clause - No penalty clause of any description, in any specification or order, will be effective unless approved in writing over the signature of an officer of P.E.P.C..

Errors - All clerical errors are subject to correction.

Literature and Advertised Material - Catalogs and other promotional brochures, etc., are available in reasonable quantities on request.

Tools - Tools made for the manufacture of customer-specified products remain the property of P.E.P.C. notwithstanding the Purchaser may have been debited with all or part of the cost.

Engineering & Design Changes - P.E.P.C. reserves the right to make design and engineering changes to standard products without prior notification due to ongoing product design enhancement initiatives. Test and Inspection - Unless otherwise agreed to in writing, all special tests and inspections required by the Purchaser shall be carried out at P.E.P.C.'s facilities at the expense of the Purchaser.

Conflicting Terms - If the terms & conditions contained herein conflict or are inconsistent with any terms and conditions contained, incorporated or referred to in any document of the Purchaser, these conditions shall prevail, unless otherwise agreed to in writing by P.E.P.C.