

MYRON ZUCKER, INC. AGREEMENT OF SALE - Sale Conditions and Terms

AGREEMENT AND ACKNOWLEDGEMENT:

1. This acknowledgement constitutes the full and complete agreement between the Seller and Purchaser and is the Seller's agreement to sell and perform only as herein set forth.
2. "Seller" shall mean Myron Zucker, Inc. "Purchaser" shall mean the entity of person submitting the purchase order to Myron Zucker, Inc.
3. Acceptance of Purchaser's order is expressly conditional on Purchaser's assent to the following conditions and terms, which is presumed given unless Seller receives reasonable notice of objections thereto.
4. Seller hereby gives notice to Purchaser that conditions and terms contained in any order notice or writing from Purchaser in addition to or conflicting with those herein set forth are expressly rejected by Seller and shall not become a part of the contract between Purchaser and Seller.

WARRANTY:

1. Assembled products sold hereunder are warranted by Seller to be free from defects in design, material and workmanship for two (2) years from date of shipment by Seller. Capacitor cells are warranted by Seller to be free from defect in design, material, and workmanship for two (2) years from date of shipment by Seller. Manufacturer reserves the right to fully inspect and analyze product to determine the probable cause of defect or failure.
2. Seller's liability under this warranty is expressly limited to replacement of goods sold hereunder, after reasonable notification from Purchaser to Seller of any alleged defects and Seller's written authorization to Purchaser to ship the alleged defective goods prepaid to Seller at 36825 Metro Court, Sterling Heights, Michigan 48312.
3. There are no other warranties, expressed or implied, or as to fitness for purchase or as to merchantability, other than those therein set forth.
4. Preventive maintenance is necessary and should be performed by qualified personnel only, as specified in operations and maintenance information provided with products.
5. Warranty will be considered void if the equipment is misused, improperly installed or applied, if unauthorized repairs or modifications are performed by the customer, installer or other personnel without written authorization from the Seller.
6. Warranty is non-transferrable and is extended only to the first location of use.
7. Installation, removal, and transportation charges are not included as part of this warranty.

LIMIT OF LIABILITY:

1. Direct and/or consequential damages are hereby limited to the replacement of alleged defective goods in accordance with the warranty herein set forth, whether a claim shall be for contract for warranty breach or for negligence arising from or out of this contract or from design, manufacture, delivery, sale, resale, installation, inspection, repair, operation or otherwise connected with the goods sold or furnished under this contract.

www.myronzucker.com

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POWER  QUALITY

DOMESTIC PAYMENT TERMS:

1. Net due thirty (30) days from invoice date in U.S. funds at par.
2. One and One Half Percent (1.5%)/Monthly Compounded Interest Added if not paid within 90 Days of Invoice.
3. Seller reserves the right to require payment for part or all of goods ordered, prior to shipment.
4. Checks returned to Seller because of non-sufficient funds (NSF) will be subject to a \$45 NSF fee.
5. Credit cards will be accepted at the time of order from the Purchaser. Credit cards are not eligible for any payment discounts of special terms. Accepted credit cards include American Express, MasterCard, and Visa.
6. Purchaser shall be liable for all costs and expenses incurred by Seller, including attorney's fees arising out of any default by Purchaser in payment or in any of the other terms and conditions of any contract between Seller and Purchaser.

INTERNATIONAL PAYMENTS:

1. All payments will be made in U.S. Dollars.
2. Payment options include a bank transfer in Advance of Shipment, credit card, or Net 30 days subject to approval from Export/Import Bank credit standards.
3. BANK FEES: Payments made by international wire transfer will be subject to a \$30 fee.

MINIMUM ORDER REQUIREMENT:

1. All orders are subject to a \$100 minimum order requirement.

PRICING TERMS:

1. Prices of all goods shall be set forth by Seller and subject to change without notice.
2. If Purchaser should delay or change order after entry, Purchaser may be responsible for any increase in price, cancellation or handling charges incurred.

TAXES:

1. Any use tax, sales tax, excise tax, duty, custom, value-added tax, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Seller and Purchaser shall be paid by Purchaser in addition to price quoted or invoiced. In the event Seller is required to pay any such tax, fee, or charge, Purchaser shall reimburse Seller therefore.
2. Michigan sales tax if applicable by Purchaser will be added to invoice at current Michigan sales tax in effect at time of shipment.
3. Evidence of tax exemption shall be by appropriate certificate acceptable to taxing authorities and shall be provided by Purchaser.

SHIPMENT:

1. Seller shall reasonably maintain the shipping dates contained in the acknowledgement to Purchaser, but Seller specifically disclaims for delays in manufacture and/or delivery of goods for causes reasonably beyond the Seller's control, including but not limited to: act of God, Purchaser, civil or military authority, priority, fire, strikes and/or labor disputes, floods, war, riot and/or civil strife, transportation delay, shortage, limitation or otherwise of materials, components, manufacturing processes or premises.
2. Delivery dates will be extended by Seller of such reasonable period of time as occasioned by such delay.
3. All shipments are F.O.B. Sterling Heights, Michigan.
4. If any shipment made in accordance with Purchaser's instructions is refused for whatever reason, the Purchaser shall be responsible for payment of such merchandise in accordance with the terms of agreement, as though such merchandise has been accepted at the time of the original delivery. Purchaser shall also be responsible for storage, handling and redelivery charges, and shall pay charges as invoices are rendered.
5. All goods are in proper order when shipped. Any loss and/or damage must be noted on inspection report, and a claim immediately filed with carrier.

CANCELLATION POLICY:

1. Orders for standard items cancelled prior to shipment from factory may be subject to restocking fee.
2. Orders for non-standard items as determined by Seller including but not limited to capacitor banks, filters, special engineered designed systems or items built to customer specifications that are cancelled prior to shipment from factory will be subject to cancellation fee.

RETURN GOODS POLICY:

1. Returns for standard items will be accepted 90 days from ship date in original carton. Items must be unused and free of alterations.
2. Return Goods Authorization (RGA) Number must be obtained from Seller prior to return. RGA Number must be noted on all paperwork.
3. Approved returns must be shipped prepaid to Seller factory. No credit will be issued for freight cost.
4. Minimum 25% restocking fee to apply. Actual fee will be determined upon inspection of returned goods.
5. Spare parts purchases are non-returnable including but not limited to capacitor cells, fuses, fuse blocks, resistors.
6. Non-standard items as determined by Seller cannot be returned for credit.

APPLICABLE LAWS:

1. The laws and statutes of the State of Michigan and the Uniform Commercial Code shall govern all matters arising hereunder.
2. Seller has complied with all applicable state and Federal statutes and ordinances including Section 12(A) of the Fair Standard Act of 1938, as amended and clauses required to be included in this contract by law or administrative regulation, having the effect of law, is hereby deemed incorporated herein.