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- Power Instrumentation
- Data recording systems
- Current sensors, Transducers

## Powertek US Inc. Terms & Conditions

02 January 2017

### PRICES:

All prices are Ex-Works, Holbrook, NY USA (Ref. Incoterms 2010 for shipping definitions). Prices and terms shown on the price list do not include any sale, excise, duties or use tax, imposed by Federal, State or Local governmental entities. Purchaser is responsible for determining whether the product is subject to sales, excise or use tax based on the use of the product. Purchaser is responsible for remitting sales, excise or use tax to the appropriate governmental entity. Title and risk of loss of equipment pass to purchaser upon delivery to carrier. Prices are subject to change without notice.

### TERMS:

Thirty (30) days with Credit Manager approval. Otherwise prepayment using major credit cards is accepted. Overseas and foreign orders require prepayment by wire transfer, Letter of Credit at Sight or Documents Against Payment (D/P). Depending on payment type, any applicable bank fees liable by the customer will be advised before transacting.

### PRODUCT MODIFICATIONS AND SUBSTITUTIONS:

We reserve the right to change or modify at any time, without notice, any product, or any materials used in the fabrication of our products, or to discontinue the manufacture of any product.

### ACCEPTANCE OF ORDERS:

All orders and preferred orders are to be made in writing and subject to acceptance by an officer of Powertek US Inc Holbrook, NY. Acceptance may be contingent on appropriate U.S. government export and import licensing approvals.

All orders are subject to the company's terms and conditions in effect at the time of acceptance. Minimum order value \$250.00 USD

Acceptance of an order can only be determined after we receive complete price information, specifications, delivery requirements, etc.

### DOMESTIC AND EXPORT PACKING:

Our prices include the costs of our standard domestic packing only. Any deviation from this standard packing (domestic or export) including U.S. Government sealed packing, necessitates extra charges. To determine such extra charges consult the factory.

### DELIVERY:

Promised delivery refers to the time of delivery to carrier and is made in good faith. Delivery performance is dependent upon prompt receipt and confirmation of all specifications, and any other details essential to the proper execution of the customer's order. Should receipt of essential details be delayed, the date of shipment may be extended for a reasonable time, based upon factory resources.

Fulfillment of delivery schedules is dependent upon many factors beyond our reasonable control, such as government regulation, acts of God, acts of the purchaser, fires, strikes, floods, epidemics, quarantines, wars, insurrection or riots, civil wrecks and delays, severe weather, labor shortages and delayed deliveries of components by our suppliers.

Delivery schedules are not guaranteed and we will not accept any liability for any penalty or damages liquidated, consequential damages or otherwise, for delayed shipments or installation.

**CLAIMS:**

In the event of shortage or damage, notify carrier as well as Powertek immediately. Powertek is not responsible for damage in transit but will endeavor to render any assistance necessary to pursue your claim against the transportation company. Merchandise must be inspected for concealed damage within 14 days of receipt.

**ORDER CANCELLATION:**

A minimum charge of 20% of the net price may be applied on any cancellation of a formally acknowledged order. If modifications, specifically ordered by the customer, are being made on the canceled merchandise, the cancellation charge will also include such modifications made up to the date of cancellation.

**RETURNED GOODS:**

Merchandise must be returned with prior approval or consent, which will be given or withheld at our sole discretion. All returned merchandise must be sent freight PREPAID to our Holbrook, NY address. Customs, brokerage, importation, import duties, clearance fees, storage charges are the responsibility of the customer.

If merchandise is in a new, unused condition and is in its original carton with all the original packing and is a current configuration, appearing in our current catalog, it will be accepted back (subject to prior approval as stated above) and a credit allowed amounting to the original selling price or current selling price, whichever is lower, less the restocking charge indicated as follows:

If goods are received by Powertek: - Within 60 days of shipment: 20% of applicable selling price. - Between 61 – 120 days after shipment: 25% of applicable selling price. - Between 121 days and 1 year after shipment: 50% of applicable selling price. - After 1 year: No credit given.

If repair work of any nature is required at the time of receiving and inspection at Powertek's plant, there will be an additional charge for repair work in addition to the restocking charge.

Merchandise that has been "customer modified", customer marking or has had special finishes applied cannot be returned for credit.

**WARRANTY:** All Powertek products, unless otherwise specified, are guaranteed against defects in material and/or workmanship for a period of 1 year from date of shipment. All extended warranties will be listed on Powertek's order acknowledgement. Powertek provides recalibration and service of all products for a nominal fee.

Any returned materials that are returned to open stock have been reconditioned and are tested to insure that they meet original specifications. All units sold carry the full original warranty.

All guarantees are limited to repair or replacement of defective Powertek products. Repairs are warranted for one year.

Any unit that fails in the field must be returned for evaluation before a replacement can be sent. If replacement unit is requested before evaluation can be done, the replacement must be ordered through normal procedures where a credit will be issued once failure cause(s) has been determined.

All repairs and/or calibrations shall be performed at the Powertek facility. All products submitted for repair will be subject to examination to determine cause of failure.

Powertek US, INC. 7 3<sup>rd</sup> Street, Holbrook, NY 11741 TELEPHONE: (631) 913-3242

**TERMS AND CONDITIONS OF SALE AND SHIPMENT**

Products which are determined to have been subjected to misuse, neglect, improper application or installation will be repaired at the standard rate, pending customer approval.

Any guarantee shall be void on any products that have been modified or repaired outside the Powertek facility.

## MODIFYING OR CONFLICTING TERMS:

Neither modification or nor addition to the foregoing terms of sale and shipment, verbal or written, nor any conflicting terms or conditions incorporated in purchaser's order, will be recognized by us unless specifically agreed to by us in writing and signed by an officer of our company.

## Export Regulations:

Products purchased are subject to export control laws, restrictions, regulations and orders of the United States. Customer agrees to comply with all applicable export laws, restrictions and regulations of the United States or foreign agencies or authorities, and shall not export, or transfer for the purpose of re-export, any product to any prohibited or embargoed country or to any denied, blocked, or designated person or entity as mentioned in any such United States or foreign law or regulation. Customer represents and warrants that it is not on the Denied Persons, Specially Designated Nationals or Debarred Persons List and is not otherwise prohibited by law from purchasing the products or services hereunder. Customer shall be responsible for obtaining any required license to export, re-export or import.

## GENERAL:

The Terms and Conditions may not be modified or canceled without Powertek's written agreement. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction. The provisions set out in these Terms and Conditions are for the sole benefit of the parties hereto, and confer no rights, benefits or claims upon any person or entity not a party hereto. The Terms and Conditions will be governed by and construed in accordance with the laws of the state of NY, other than the conflicts of laws principles thereof, and subject to the jurisdiction of Suffolk County, NY courts. Customer will not directly or indirectly export, re-export, sell or transfer any Product to any country for which an export license or other governmental approval is required without first obtaining all licenses and other approvals. Customer acknowledges that Powertek and its licensors own the intellectual property rights in the Powertek catalogs, the catalog content and the stock numbers, and that their whole or partial reproduction without Powertek's prior written consent is prohibited.

We hereby certify that these goods were produced in compliance with all applicable requirements of Section 6.7, and 12 of the Fair Labor Standards Act as amended and of regulations and orders of the U.S. Dept. of Labor issued under Section 14 thereof. In some cases, Powertek is only acting as a distributor of products manufactured by other companies. Thus, Powertek expressly limits its guarantees and warranties for products sold hereunder to those extended and allowed by the manufacturing company to be passed through to Powertek's customers. There are no express or implied warranties which extend beyond the description on the face hereof. Powertek disclaims and excludes from any sale of products herein, any implied warranties or merchantability, or of fitness or suitability for any particular purpose or use. All goods sold by Powertek are purchased by the buyer "AS IS." Since Powertek cannot control the manner or use of its products after their sale, Powertek will not be responsible for any direct, consequential or indirect damages to the purchaser or any third party or ultimate user of the products. Powertek will, at its option, either replace the goods sold or refund the purchase price should a product defect be brought to its attention within a reasonable time after sale.

## INTERNATIONAL ORDERS:

All orders of international origin are exported from the U.S. in accordance with Export Administration Regulations. All taxes, duties, insurance, shipping charges, and other international charges and fees are the responsibility of the Customer. Minimum order is \$300.00. Information including price quotations, handling, documentation and shipping can be obtained by writing to:-

Powertek US, INC. 7 3<sup>rd</sup> Street, Holbrook, NY 11741 Telephone 1 (631) 913-3242

Or by contacting the Inside Technical Sales Team: [info@powertekus.com](mailto:info@powertekus.com)

Yours sincerely

*Derek Luce*

Derek Luce, on behalf of Powertek US Inc. USA