

General Terms and Conditions of Sale

Sales by MELTRIC Corporation® ("MELTRIC") to purchaser ("Purchaser") are subject to the general terms and conditions of sale (GTS) set forth below.

1. Orders and Acknowledgments

- a. Every purchase order ("Order") submitted by Purchaser to MELTRIC is a separate order to purchase product ("Product") of MELTRIC. Orders must be in writing and must contain complete Product descriptions, or catalog numbers where applicable, and prices, quantities and Purchaser's shipping requirements.
- b. Orders are not binding on MELTRIC until accepted by an authorized representative of MELTRIC on MELTRIC's Order Acknowledgment form ("Acknowledgment") incorporating these GTS.
- c. **Notwithstanding any different additional terms that may be embodied in Purchaser's order, the order is accepted only on the condition that Purchaser expressly assent to these GTS. Whichever occurs first of either Purchaser's acceptance of Product or Purchaser's failure within ten (10) days of Purchaser's receipt of MELTRIC's acknowledgment, to give prompt or specific objection to the different or additional terms contained herein, shall operate as an express assent to the GTS contained herein. MELTRIC's acknowledgment is intended as a complete and exclusive statement of the terms of their agreement.**
- d. MELTRIC Product is intended to be installed by a licensed electrical professional that is fully informed of the characteristics of the Products, their installation, use and maintenance instructions as they may appear in their Instructions Sheet. MELTRIC Product that is installed outside of these conditions may result in the warranty to be considered void.

2. Credit

If purchaser has not established, or no longer has, an acceptable credit rating with MELTRIC, Purchaser must submit credit information satisfactory to MELTRIC or make full payment by certified check, wire transfer or credit card before the order will be accepted.

3. Terms of Payment

- a. Payment for all Product shall be due thirty (30) days from the date of the invoice associated with the Product.
- b. All accounts shall be payable in United States dollars, or for accounts in Canada in Canadian dollars.
- c. A service charge of 1.5% per month will be assessed on amounts over 30 days past due.
- d. Until MELTRIC has received full payment for all Products delivered hereunder, all such Products which remain within the possession or control of Purchaser shall be subject to being demanded back by MELTRIC at any time as a potential remedy for non-payment.

4. Prices

- a. MELTRIC reserves the right to change any and all published prices (including discounts of price of Product) without notice. Written quotations of prices of Product expire thirty (30) calendar days following the date of such quotation, unless otherwise noted.
- b. Purchaser shall be responsible for and pay directly all taxes, duties and similar charges imposed by any government authority in connection with purchase and shipment of Product purchased.
- c. All taxes, tariffs, duties, or similar charges paid by MELTRIC imposed by any government authority in connection with the purchase and shipment of Product or in connection with the procuring of materials used therein may, at MELTRIC's sole option, be added to the price of Product so affected.
- d. MELTRIC reserves the right to revise its pricing if production of the

product is delayed for more than thirty (30) days due to any action or inaction on the part of the Purchaser.

5. Terms of Delivery

- a. MELTRIC shall deliver Product F.O.B. Shipping Point. Risk of loss or damage to product shall pass to Purchaser at place and time of shipment. Title shall also pass to Purchaser upon shipment subject only to being demanded back pursuant to Paragraph 3(d) above.
- b. MELTRIC may select the method for shipment of Product unless the Purchaser furnishes MELTRIC with shipping instructions prior to shipment.
- c. MELTRIC shall pay standard ground freight charges via the least expensive carrier to the point of first destination for the following orders:

1. Orders in local currency of \$5000 or more that are shipped to the originating distributor branch location or drop shipped in the same state/province, within the continental United States or Canada.

The purchaser shall pay freight on orders not meeting these requirements and shall be responsible for any extra costs incurred as a result of special shipping instructions.

For Canadian destinations, the purchaser shall be responsible for paying brokerage charges and all applicable taxes, tariffs, and duties.

- d. Upon Purchaser's request, MELTRIC will ship other than standard ground service in accordance with the Purchaser's desired carrier and service level. The Purchaser shall pay all freight charges.
- e. Orders may be requested by the Purchaser to ship with a Priority status on the same or next day as order placement, at MELTRIC's discretion based on product availability. Priority orders must be received by 2:00 pm CST for same day shipment, otherwise the order will ship the next business day. To ensure prompt delivery, all Priority orders must ship by an expedited delivery method such as UPS Next Day, 2nd Day, or 3 Day service, as directed by the purchaser. Standard ground service will only be allowed for shipping destinations within a certain proximity of MELTRIC. The purchaser will be responsible for all freight costs on Priority orders and a priority handling fee of \$50 for orders less than \$1250 and \$75 for orders of \$1250 or more.
- f. Carrier acts as Purchaser's agent.
- g. Upon Purchaser's request, MELTRIC shall furnish the Purchaser with estimated shipping schedules which approximate as closely as practicable the requirements of Purchaser. MELTRIC will attempt to meet such schedules but shall not be responsible for any loss or damage caused by failure to meet such schedule occasioned by causes beyond MELTRIC's reasonable control.
- h. In the event that any shipment of Product is delayed for Purchaser's convenience beyond the scheduled date of shipment, MELTRIC may, at this sole option, bill Purchaser for all charges for warehousing, insurance, trucking and other expenses effected by the incidence of such delay, and Purchaser shall be responsible therefore. The Purchaser may not use a delay in delivery to cancel the sale, refuse the Products or claim an indemnity.
- i. All claims by Purchaser for loss or damage to Products in transit after delivery by MELTRIC to the place of shipment must be made to the common carriers, but MELTRIC will render Purchaser reasonable assistance in securing satisfactory adjustment on such

claims. All other claims for non-conforming delivery must be submitted by Purchaser to MELTRIC in writing, within thirty 30 days following shipment to Purchaser.

6. Force Majeure

Notwithstanding anything to the contrary contained herein, neither party shall be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, acts of war or terrorism, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties or civil unrest. Notwithstanding the foregoing, in the event of such an occurrence, each party agrees to make a good faith effort to perform its obligations hereunder.

7. Limited Warranty

MELTRIC warrants that its products will be free from defects in material and workmanship and will meet any specifications confirmed in the Acknowledgment form. This warranty extends to MELTRIC's original customer only and is for a period of one year from the date of shipment. MELTRIC further warrants the electrical contacts used in its plugs/inlets and receptacles/connectors for a period of five years from the date of shipment. MELTRIC warrants the products of other manufacturers that it may supply only to the extent of the warranty provided by their respective manufacturers.

This warranty does not extend to product if the storage, use, installation or maintenance does not comply with the rules of art and the Instruction Sheet of the said products. The use of MELTRIC products in conjunction with mating devices that are not marked with the Marechal trademark shall void all warranties on the product.

MELTRIC makes no warranty as to the ability of the Products to achieve the performance that Purchaser has set for itself unless such performance has been accepted in writing by MELTRIC.

8. Disclaimer of Implied Warranties

MELTRIC's limited warranty to Purchaser contained herein shall be in lieu of any other warranty, express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose.

9. Limitation of Liability

The parties agree that Purchaser's sole and exclusive remedy against MELTRIC shall be, at MELTRIC's sole option, the repair or replacement of product delivered hereunder, or payment of claims not in excess of the purchase price of Product delivered hereunder, which does not conform to MELTRIC's limited warranty, and which is returned to MELTRIC, as provided by, and within the time period specified therein. The Parties agree that no other remedy (including without limitation, incidental or consequential loss) shall be available to Purchaser. Under no circumstances shall MELTRIC be responsible for any penalties or consequential damages resulting in whole or in part from MELTRIC's mis delivery, delay in delivering, or failure to deliver any product.

MELTRIC shall not be held liable when products bearing the Marechal trademark are used in conjunction with products not bearing the Marechal trademark.

10. Returns

For the Purchaser's convenience, MELTRIC will authorize the return of undamaged Product under the following conditions:

- a. Product is returned with a reasonable business explanation.
- b. Product is unused, undamaged, and in resalable condition, and has been invoiced by MELTRIC to Purchaser not more than one year prior to the return of the Product.
- c. Product is securely packaged.

- d. Product is standard product regularly stocked by MELTRIC and not manufactured or altered to Purchaser's specification; and not rated for hazardous locations.
- e. Return freight has been paid by Purchaser.

A restock charge of 25% will be assessed by MELTRIC for all Product returned under this Section.

Product rated for hazardous locations is not returnable.

11. Terms of General Application

- a. Any waiver by the Seller of one or more of the terms and conditions contained in these GTS shall not affect the validity of the other terms and conditions contained herein, which, by express agreement, shall remain applicable.
- b. Orders which include any penalty, liquidated damage, or similar provisions for failure to meet shipping or other requirements are not acceptable to, or binding upon, MELTRIC.
- c. Orders accepted by MELTRIC may be canceled by Purchaser only upon payment to MELTRIC of reasonable charges based on expenses incurred and commitments made by MELTRIC.
- d. Published weights and dimensions of Products are careful estimates only. They are not guaranteed and should not be relied upon for construction.
- e. No failure or delay on the part of MELTRIC in exercising any right, power or privilege hereunder shall operate as a waiver thereof or of any other right, power or privilege hereunder; nor shall any single or partial exercise of any such right, power or privilege preclude any other right. The right or remedies of MELTRIC hereunder are cumulative and not exclusive of any rights or remedies which it may otherwise have.
- f. The parties hereto may correct stenographic and clerical errors in the Order and Acknowledgment without liability.
- g. All notices to be given hereunder by either party to the other party shall be dispatched by United States mail, certified or registered mail, return receipt requested addressed to the last known post office address to such other party. Any such notice shall be deemed received within five (5) days of any such dispatch. Either party may change its address by notice to the other party.
- h. These GTS shall be governed by and interpreted in accordance with the laws of the State of Wisconsin, United States of America, and the provisions of these GTS shall be severable one from the other so that should any provision be held legally unenforceable by a court or competent jurisdiction, the remaining provisions shall remain in effect.