

# STANDARD TERMS AND CONDITIONS OF SALE

# Terms and Conditions

## Note 1. ACCEPTANCE OF ORDERS

(a) Unless otherwise specifically agreed in writing by an authorized representative of Crouse-Hinds Airport Lighting Products (“Crouse-Hinds”), a division of Cooper Industries, Inc., the following terms and conditions of sale shall apply to all contracts resulting from Crouse-Hinds’ acceptance of customer’s order for products, materials, supplies, components, drawings, data or any other items. All quotations and bids, and the acceptance of all contracts and orders, are subject to final written approval and acceptance by the home office of Crouse-Hinds Airport Lighting Products in Windsor, Connecticut.

(b) Crouse-Hinds will accept orders and bill in accordance with published prices in Crouse-Hinds’ current price list and terms found herein, even though incorrect or conflicting prices and terms may appear on the customer’s purchase order.

(c) Prices are stated in U.S. dollars, are exclusive of sales, use, excise or similar taxes, and are subject to any price adjustment necessitated by Crouse-Hinds’ compliance with applicable laws or any act of government.

## Note 2. TERMS DOMESTIC ORDERS

Payment terms are net 30 days after date of invoice. Crouse-Hinds reserves the right to modify or withdraw credit terms at any time without notice and to require guarantees, security or payment in advance of the amount of credit involved or payment in advance of shipment of products if the customer fails to fulfill the terms of payment. Crouse-Hinds may defer further shipments to the customer or, at its option, cancel the unshipped portion of the customer’s order. The customer agrees to pay interest on all past due invoices at the rate of 1% per month. Payments are to be in United States currency.

## EXPORT ORDERS

Unless Crouse-Hinds has agreed in writing to extend credit, the customer shall make payment for export orders as follows:

(a) Payment must be made through a letter of credit, established by the customer at its own expense, including any bank confirmation charges. Letters of credit shall be in favor of and acceptable to Crouse-Hinds, shall be in sufficient amounts and for the period necessary to meet all payment obligations, shall be payable upon presentment of invoice and bill of lading, and shall be unconditional, irrevocable, and confirmed by a U.S. bank acceptable to Crouse-Hinds.

(b) Partial shipments shall be permitted at Crouse-Hinds’ discretion unless otherwise agreed by Crouse-Hinds and customer in writing at the time the customer places its order.

(c) Charges for insurance, freight, dock handling, storage, forwarding and related items, when quoted by Crouse-Hinds, are ESTIMATES ONLY. Such charges shall be for customer’s account and invoiced at actual charges.

(d) Export packaging or any special handling requested by customer shall be at its expense.

If credit terms have been extended to the customer, payment terms are net 30 days after date of invoice. Crouse-Hinds reserves the right to modify or withdraw credit terms at any time without notice and to require guarantees, security or payment in advance of the amount of credit involved, or payment in advance of shipment of products, if the customer fails to fulfill the terms of payment. Crouse-Hinds may defer further shipments to the customer or, at its option, cancel the unshipped portion of the customer’s order.

**The customer agrees to pay interest on all past due invoices at the rate of 1% per month. Payments are to be in United States currency and shall be made by customer without regard to exchange rate fluctuations.**

## Note 3. IMPORTANT PRICE INFORMATION

(a) Billing Price: Orders, except “Hold for Release” and orders with deferred ship dates, will be billed at the price in effect at the acceptance of the order. “Hold for Release” orders will be billed at price in effect on date of release. Deferred orders will be billed at prices in effect on date of shipment.

(b) Claims for billing errors on invoices must be made to Crouse-Hinds within 30 days from the date of the invoice.

(c) Price Protection: Written quotations are firm for 31 days from the date of the Crouse-Hinds quotation.

(d) Cancellation: Orders may be cancelled only with Crouse-Hinds’ prior written consent. In order to reimburse Crouse-Hinds for all applicable costs incurred by virtue of the order, including costs of purchased materials, engineering costs, and a reasonable allowance for profit, a cancellation charge may be made when an order is cancelled. Partial cancellation of an order may necessitate a small order handling charge and eliminate prepayment of freight.

(e) Additions to orders already processed will be considered separate orders.

(f) Partial shipments made at the customer’s request will be considered as separate orders for determination of shipping charges, freight prepayment, and whether the small order handling charge applies.

## Note 4. SPECIAL CHARGES

(a) Due to the cost of handling small orders, a minimum billing of \$150.00 net will be made.

(b) An extra charge will be made for special packing.

## Note 5. TAXES

Crouse-Hinds reserves the right to add to the price of such products at any time an amount equivalent to any duties, imports, revenues, sales, use, manufacturer’s payroll, excise or other taxes which may be imposed and made applicable to its products.

## Note 6. SHIPMENT AND DELIVERY

(a) All material is sold FOB Crouse-Hinds Point of Shipment. Risk of loss passes to customer upon delivery to the Common Carrier at Crouse-Hinds Point of Shipment. (The customer should file with the transportation company any claim for loss or damage in transit within 30 days from the date of delivery or what would be considered the normal delivery date. Since shipments are made at released value, customer should carry its own insurance for any deficiency in carrier coverage.) Risk of loss for damages to the products sold hereunder passes to the Buyer upon delivery to the carrier regardless of F.O.B point. Title to the products sold hereunder passes to Buyer upon payment of the full purchase price.

(b) Shipment will be made by surface freight FOB Crouse-Hinds Point of Shipment. For all orders totaling \$3,500.00 net or more, freight will be prepaid and allowed to any free delivery point on a common carrier to any state of the United States except Alaska and Hawaii. Freight on shipments to Alaska or Hawaii will require a minimum value of \$4,000.00 net to earn prepaid and allowed freight. No freight allowed for orders under \$3,500.00 net. Such orders will be shipped freight collect. No freight allowance will be made on shipments forwarded collect at the request of the customer.

(c) Crouse-Hinds will use its own discretion in routing all shipments upon which it assumes transportation charges. Where practical to do so, shipments will be made in any manner requested by the customer, if the customer will assume the extra transportation costs.

(d) Express, parcel post and air shipments amounting to \$3,500.00 net or over will be made, at the customer’s request, with transportation charges collect or prepaid and added to the invoice.

(e) Partial shipments made at the customer’s request must each total \$3,500.00 net or more for prepaid transportation. No freight allowed or partial shipments under \$3,500.00 net. Such orders will be shipped freight collect.

Customer partial shipments are limited to the following number of shipments per net dollar value:

<\$10K	1 Shipment	\$100-\$500K	4 Shipments
\$10-\$50K	2 Shipments	\$500K-\$1M	5 Shipments
\$50-\$100K	3 Shipments	\$1M+	6 Shipments

f) Unless otherwise agreed by Crouse-Hinds and the customer in writing, Crouse-Hinds may make partial shipments at its discretion. In the case of partial shipments of an order, Crouse-Hinds will invoice each shipment as it is made, but on terms applicable to the entire order.

g) Crouse-Hinds will not assume, allow, or pay any charges for cartage. The customer should inspect all material upon receipt. All claims for damages, errors or shortages, other than attributable to in-transit handling, must be made by the customer within thirty (30) days from receipt of the shipment at destination. The customer's failure to make such claims within a thirty (30) day period shall constitute irrevocable acceptance of the material. The customer must report damage or loss attributable to in-transit handling to the transportation company and request inspection within 30 days from the date of delivery.

(h) Crouse-Hinds will make reasonable efforts to ship as scheduled. However, Crouse-Hinds shall not be liable for any failure to perform or delay in performing its obligations under this agreement resulting directly or indirectly from or contributed to by any strikes, lockouts, or other labor disturbances, fires, floods, epidemics, war, riot, or embargoes, breakdowns, lack of or inability to obtain raw materials, components, labor, fuel or supplies, lack of shipping space, lack of customer approvals, correction or clarification of orders, governmental regulations, acts of God, or any circumstances beyond the control of Crouse-Hinds.

(i) Orders received with a "HOLD" (for release, for approval, etc.) are not processed for manufacture until written release is given. Normal shipping time will apply starting from time of release.

#### Note 7. STANDING INSTRUCTION

Crouse-Hinds cannot accept standing, general, or blanket instructions. Each transaction must be accompanied by full instructions on the order itself.

#### Note 8. RETURN OF MATERIAL

Material may be returned for credit only when authorized in writing by Crouse-Hinds, which may include a 30% restocking fee.

#### Note 9. GOVERNMENT RESTRICTIONS

The acceptance, processing and fulfillment of orders will be subject to and contingent upon restrictions and conditions imposed by the governments having jurisdiction over points of manufacture or passage of the merchandise.

#### Note 10. LIMITED WARRANTY

Products (excluding lamps) of Crouse-Hinds' manufacture are warranted against defects in workmanship and material for a period of one year from the date of installation or two years from date of shipment from the factory, provided that no warranty is made with respect to:

(a) any product which has been repaired or altered in such way, in Crouse-Hinds' judgment, as to affect the product adversely,

(b) any product which has, in Crouse-Hinds' judgment, been subjected to negligence, accident, or improper storage,

(c) any product which has not been operated and maintained in accordance with normal practice and in conformity with recommendations and published specifications of Crouse-Hinds, and

(d) any products, component parts or accessories manufactured by others but supplied by Crouse-Hinds (any claims should be submitted directly to the manufacturer thereof). **THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT BY WAY OF LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. CROUSE-HINDS' OBLIGATION UNDER THIS WARRANTY IS LIMITED TO THE FURNISHING OF NEW PARTS FREE OF CHARGE IN EXCHANGE FOR PARTS WHICH HAVE PROVEN DEFECTIVE AND DOES NOT INCLUDE ANY OTHER COSTS SUCH AS THE COST OF REMOVAL OF DEFECTIVE PARTS, INSTALLATION, LABOR, OR ANY OTHER DAMAGES OF ANY KIND, THE EXCLUSIVE REMEDY OF THE PURCHASER FOR BREACH OF WARRANTY BEING TO REQUIRE SUCH NEW PARTS TO BE FURNISHED.** Crouse-Hinds assumes no responsibility for proper selection and installation of its products.

#### Note 11. EXCLUSIVITY OF REMEDY; LIMITATION OF LIABILITY

Crouse-Hinds' entire liability and customer's exclusive remedy shall be as follows: In the

event that customer claims that Crouse-Hinds has breached any of its obligations under this agreement, whether of warranty or for any cause whatsoever, whether in contract or in tort, including negligence and strict liability, Crouse-Hinds may request the return of the products and tender to customer the purchase price paid therefor, and in such event, Crouse-Hinds shall have no further obligations under this agreement except to refund such purchase price upon redelivery of the products. **THE REMEDIES PROVIDED FOR IN THIS AND THE PRECEDING PARAGRAPH SHALL CONSTITUTE THE SOLE RECOURSE OF CUSTOMER AGAINST CROUSE-HINDS FOR BREACH OF ANY OF CROUSE-HINDS' OBLIGATIONS UNDER THIS AGREEMENT, WHETHER THE CLAIM IS MADE IN TORT OR CONTRACT, INCLUDING CLAIMS BASED ON WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE.**

**IN NO EVENT SHALL CROUSE-HINDS BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY) NOR FOR LOST PROFITS, NOR SHALL CROUSE-HINDS' LIABILITY FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALES, DELIVERY OR USE OF THE PRODUCTS EXCEED THE PURCHASE PRICE OF THE PRODUCTS.**

#### Note 12. CHANGES; ENTIRE AGREEMENT; GOVERNING LAW

These Standard Terms and Conditions of Sales, together with Crouse-Hinds' acknowledgment of customer's order, contain the entire agreement between the customer and Crouse-Hinds and may not be modified, waived, rescinded, or terminated in whole or in part except by a writing signed by the party against whom it is to be enforced. Any different or additional terms and conditions proposed by customer in its order or otherwise are hereby rejected by Crouse-Hinds and shall not be incorporated into this agreement. This agreement shall be governed by and interpreted in accordance with the laws of the State of New York, including its provisions of the Uniform Commercial Code. In the case of export orders, Crouse-Hinds and customer agree that such laws shall govern the parties' agreement instead of the provision of the 1980 U.N. Convention on Contracts for the International Sales of Goods.

#### Note 13. IMPORTANT NOTICE

The product information published in our catalogs and literature is not guaranteed. It has been compiled with care and is sufficiently accurate for most purposes. It is subject to change without notice. Occasionally it may be necessary to modify the materials, finishes, or other components of the product without reducing the performance or function of the product.

#### Note 14. CONFIDENTIAL INFORMATION

The customer agrees that it will not disclose to Crouse-Hinds any confidential information of the customer unless Crouse-Hinds has, prior to such disclosure, agreed in writing to accept such information as confidential under clearly defined obligations of confidence. The customer agrees that all information disclosed by it (except such information as is specifically subject to a written confidentiality agreement which has been executed by Crouse-Hinds prior to such disclosure) is non-confidential information, and that Crouse-Hinds is free to use and disclose any of such information without accounting to customer therefor. Crouse-Hinds shall not be obligated to treat as confidential any information already known by it, or information that is or becomes public knowledge without the fault of Crouse-Hinds, or information that is properly acquired by Crouse-Hinds from a third party.

#### Note 15. PATENTS

Crouse-Hinds expressly disclaims any warranty that the products sold to customer do not infringe any intellectual property right of any third party, including, without limitation, any patent granted to such third party by any governmental or other body.

#### Note 16. ASSIGNMENT

This agreement is not assignable without the prior written consent of Crouse-Hinds. Any attempt by the customer to assign any of the rights, duties, or obligations of this agreement without such consent shall be void.

#### Note 17. Approved Component Parts

Crouse-Hinds Airport Lighting Products are certified to FAA - AC 150/5345-53 for airport lighting equipment. Modification to any product will void warranty and FAA certifications. The owner assumes all liability associated with the use of non Crouse-Hinds parts.

