

Spring City Electrical Manufacturing

TERMS AND CONDITIONS

Prices and Quotations:

Firm price quotations and discounts will be given in writing upon application to Spring City Electrical Manufacturing and are valid for 30 days. All quotations and bids and the acceptance of all contracts and orders are subject to final approval at the home office of Spring City Electrical Manufacturing. The acceptance and processing of orders will be contingent upon government restrictions and conditions beyond our control. Spring City Electrical Manufacturing reserves the right to make changes in prices, discounts, dimensions and engineering specifications without notice.

Payment Terms:

Net 30 days from date of invoice for purchasers of satisfactory credit. No cash discount allowed for early payment. Invoices are dated the day of shipment. Spring City Electrical Manufacturing reserves the right at any time to demand full or partial payment before proceeding with an order if, in its judgement, the financial condition of the purchaser shall not justify the terms of payment specified. If delivery is deferred by purchaser beyond the original delivery date indicated, payment shall be due in full when Western lighting is prepared to ship and the material may be stored at the risk and expense of the purchaser. If purchaser defaults when any payment is due, then the whole contract price shall become due and payable upon demand or Spring City Electrical Manufacturing, at its option, without prejudice to other lawful remedies, may defer delivery or cancel the order.

Changes or Cancellations:

Request to add items or increase quantities on orders already being processed will be complied with, but for discount and delivery purposes, each addition will be considered as a separate order. Orders are not subject to cancellation without Spring City Electrical Manufacturing's written consent, and the home office must be contacted to determine costs and charges involved.

Returned Goods:

Prior written consent from Spring City Electrical Manufacturing must be secured before credit on returned goods will be given.

Claims:

Shipments are made F.O.B. common carrier, at shipping point. Title to the goods passes to the purchaser upon delivery to the common carrier. Immediately upon receipt of shipment, the consignee should file with the transportation company any claims for loss or damage in transit. Claims for packing shortages must be made within 5 days after receipt of shipment.

Taxes:

Spring City Electrical Manufacturing reserves the right to add any tax, duty, excise or any other tax which may be imposed on their product to the sales price of that product.

Warranties:

Products that Spring City Electrical Manufacturing manufactures are guaranteed against defects in material and workmanship while in proper usage for a period of **one year** from shipment date. Warranty may vary from product to product. Please contact Spring City for clarification. Replacements will be furnished in exchange for defective units. The furnishing of such new units shall constitute fulfillment of Spring City Electrical Manufacturing's obligations and liabilities. The foregoing warranties are in lieu of all other expressed and implied warranties (except title) including without limitation warranties of merchantability and fitness for purpose. Spring City Electrical Manufacturing will not allow or be liable, under any circumstances, for any special, incidental, indirect or consequential damages or claims arising from the supply or use of any material furnished by it. We assume no responsibility for field modification of any kind made to any of our products.

Delivery:

Delivery and shipment dates are estimated dates only and unless otherwise specified, are figured from date of receipt of approved drawings. All quotations and agreements as to deliveries and other matters, including the acceptance of all orders and estimation of all delivery dates, are subject to all present and future Federal, State Local and Provincial laws, rulings, and regulations, and are also subject to strikes, labor stoppages, fires, accidents, and all other causes beyond our control or causes designated Act of God or force majeure by any court of law and the estimated delivery date shall be extended accordingly. We will not be liable for any damages, or penalties whatsoever, whether direct, indirect, special or consequential, resulting from our failure to perform or delay in performing unless otherwise agreed in writing by an authorized officer. Acceptance of material from a common carrier constitutes a waiver of any claim against Spring City Electrical Manufacturing for delay or damage, shortage or loss.