All orders for products or services of Electrical and Electronics Controls, Inc. are subject to these conditions and terms of sale:

1. **ORDERS:** All orders must include description, prices, quantity and any shipping requirements.

2. **PRICES:** All prices are subject to change without notice and are subject to confirmation by quotation form EE Controls, Inc. Orders for future delivery will be billed according to price at time of shipment. Unless otherwise noted in writing, all price quotations are conditioned upon acceptance by the Purchaser within thirty (30) days from quotation date.

3. **TERMS OF PAYMENT:** Terms are net 30 days to customer of satisfactory credit rating. When credit is not established, terms are Cash. Shipments will not be made to customers with unpaid past due balance.

4. **MINIMUM ORDERS:** All orders less than $100.00 will be billed at $100.00.

5. **ALTERATION OR CANCELLATION:** On alterations or cancellations of the order, the Purchaser assumes any costs already incurred by EE Controls in the preparation of the order.

6. **SHIPLMENT:** Freight not allowed. Cost incurred from any special handling, insurance, or more expensive carrier requested by the Purchaser shall be assumed by the Purchaser.

7. **LOSSES:** Any claims for damages or losses due to shipment must be made to carrier within two (2) days of receipt of shipment (as terms are F.O.B. Brewster, New York). Losses or damages costs not claimed within this period will be assumed by the Purchaser.

8. **LIABILITY:** No liability can be assumed for damages to Purchaser resulting from delay in shipment or inability to deliver.

9. **RETURN OF EQUIPMENT:** Material is not to be returned to EE Controls without first obtaining written authorization from an authorized officer of EE Controls. Equipment may be returned only if new, unused, and in its original condition and within ninety (90) days of invoice for such material from EE Controls. Equipment thus properly accepted for credit by EE Controls are potentially subject to a minimum service charge of 20% of original invoice and all transportation charges. Charges incurred by repairing or replacing equipment because of damages are the responsibility of the Purchaser. Equipment built to order is not subject to return for credit.

10. **LIMITED WARRANTY AND EXCLUSIVE REMEDY:** Each EE Controls Assembled Component (as defined below) shipped by EE Controls, Inc. (the "Company") is warranted, on the date of shipment, to have wires connections between components that conform to the then applicable national electric code ("NEC") standards, to the extent such connections are made by the Company. This warranty is subject to permissible variations and defects defined by NEC, provided that these products are used with compatible parts in appropriate environments, within the applications and ranges for which they were manufactured, and in accordance with applicable instructions, and provided further that they have not been subject to improper installation, improper maintenance, abuse, accident, negligence, alteration, misuse or the like. The warranty period for EE Controls Assembled Components is twelve (12) months after shipment, unless another period is specified. The sole and exclusive remedy available under this limited warranty is the repair or replacement, at Company's option, of any products which the Company determines to be defective or, if the Company determines that this exclusive remedy fails its essential purpose, the Purchaser will, at its option, be entitled to a refund of the purchase price for the products in question or a credit therefor. For purposes hereof, the term "EE Controls Assembled Components" means components that (i) contain the suffix "X" in Company's designated part number and (ii) are wired by Company pursuant to written specifications stored in Company's engineering files, as determined by Company. (iii) are cataloged EE Controls part numbers that are assembled EE Controls cataloged components. Company only makes the express warranty with respect to EE Controls Assembled Components. Company makes no other warranty whatsoever with respect to products that are not EE Controls Assembled Components, which products carry only the warranty of the manufacturer, if any.

11. **LIMITATION OF WARRANTY:** THERE ARE NO OTHER WARRANTIES HEREBEUNDER WHETHER EXPRESSED OR IMPLIED, ARISING BY OPERATION LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING UNDER COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. UNLESS A STATEMENT IS SPECIFICALLY IDENTIFIED IN THIS BROCHURE AS A WARRANTY, THE STATEMENT MADE HEREBEIN RELATING TO ANY PRODUCTS ARE NOT EXPRESS WARRANTIES BUT ARE MERELY COMPANY'S OPINION OR COMMENDATION OF SUCH PRODUCTS. ANY DESCRIPTION OF PRODUCTS SPECIFIED HEREBEIN IS NOT INTEDE TO BE A WARRANTY, BUT IS FOR THE SOLE PURPOSE OF IDENTIFYING SUCH PRODUCTS AND IT DOES NOT CONSTITUTE A WARRANTY THAT PRODUCTS WILL CONFORM TO THAT DESCRIPTION SIMILARLY, THE USE OF ANY SAMPLES, MODELS, DIAGRAMS OR DRAWINGS IS ONLY FOR ILLUSTRATIVE PURPOSES AND DOES NOT CONSTITUTE A WARRANTY THAT PRODUCTS WILL CONFORM WITH SUCH SAMPLES, MODELS, DIAGRAMS OR DRAWINGS.

12. **WAIVER OF CONSEQUENTIAL DAMAGES:** UNDER NO CIRCUMSTANCE WILL THE COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, OR LOST PROFITS, EXPENSES OR LOSSES ARISING OUT OF OR RELATING TO THE SALES OR USE OF ANY OF ITS PRODUCTS.

For a full statement of the limited warranty offered by the Company and the exclusive rights and remedies hereunder, together with the Company's limitations of warranties and limitation of liability, please refer to the Company's purchase order acknowledgements on reverse side of packing list.

If you have not received this form, please contact a representative of the Company and one will be provided promptly.

Warning: Since each system utilizing components is unique with differing wiring and component configurations and attributes and differing requirements and environments, all of which can, among other things, affect product performance, the selection and use of any product offered by the Company must be determined by competent engineers and other appropriate professionals who are familiar with the specific system in question. Nothing contained in this brochure shall constitute any professional advice and should not be used as a substitute for competent professional determinations. Since the Company has not given any professional advice, it is not responsible or liable for improper selection, test or installation of products offered by the Company and, with respect to the systems in which such products are utilized, improper system design or the inadequacy of back-up systems.