

Seller's Terms & Conditions of Sale ("Terms & Conditions") (Rev. July 2007)

These Terms & Conditions govern all sales by Seller to Buyer, whether or not Buyer presents additional or different terms to Seller, in a Purchase Order, or in any other document. Seller shall only be bound to different terms if an authorized representative of Seller agrees, in writing, to such changes to these Terms & Conditions.

1. ACCEPTANCE; TERMINATION: Acceptance of any order is subject to credit approval by Seller, acceptance of the order by Seller and, when applicable, Seller's Vendor (i.e. manufacturers, vendors, or other third parties that provide goods to Seller for resale to Buyer). If Seller, in its sole discretion, determines that Buyer's credit becomes unsatisfactory, Seller reserves the right, upon notice to Buyer, to terminate this agreement with no liability to Seller. By requesting a quote from Seller or presenting a purchase order to Seller, Buyer confirms that these Terms & Conditions shall govern all purchases of Goods (i.e. goods, materials and/or services provided to Buyer by Seller) by Buyer from Seller, and no changes or additional or different terms (contained in a purchase order accepted by Seller, or otherwise) will change these Terms & Conditions unless acknowledged in writing and signed by an authorized representative of Seller. No Seller employee or agent has the authority to modify these Terms & Conditions verbally. No terms between Buyer and any other party shall be accepted as part of or incorporated into any purchase order from Buyer to Seller.

2. PRICES AND TAXES: Buyer agrees to pay the prices quoted by Seller, and is responsible for additional applicable shipping and handling charges, taxes and duties. Seller shall collect applicable taxes unless Buyer submits a valid tax exemption certificate, and indicates which Goods are covered by it. Prices on special-order Goods may be subject to change before shipment; Seller shall notify Buyer of any change, and Buyer may at its discretion cancel the special-order Goods if the revised prices are unacceptable, without charge other than applicable Vendor related charges.

3. PAYMENT: Payment terms are 30 days net from the invoice date, or upon such other terms approved by Seller in writing. Retainage shall not apply, and Buyer shall not hold back any retainage from Seller, even if retainage is part of any contract between Buyer and any other party. Payment is not contingent on Buyer's ability to collect or obtain funds from any other party. Credit card sales are billed at the time of purchase. Buyer expressly represents it is solvent at the time it places any purchase order with Seller. Seller, in its sole discretion, may determine that Buyer's financial condition requires full or partial payment prior to manufacture or shipment. If Buyer fails to make any payment when due, Seller reserves the right to suspend performance. Buyer agrees to pay a charge on all amounts past due at the rate of 1 ½% per month (18% per year) or the maximum lawful rate, whichever is less. In the event of non-payment, Buyer agrees to pay Seller's reasonable attorney fees and court costs, if any, incurred by Seller to collect payment, and all applicable interest charges.

4. TITLE AND RISK OF LOSS OR DAMAGE: All sales are F.O.B., point of shipment, and Buyer takes title and assumes responsibility for risk of loss or damage at the point of shipment. Claims for Goods damaged in transit are Buyer's sole responsibility.

5. QUOTATIONS: All quotations expire thirty (30) days from the date of the quotation unless otherwise noted on the quotation. This time limit applies even if Buyer uses the quotation to submit a job or project bid to any other party.

6. RETURN OF PRODUCTS AND ORDER CANCELLATION: Buyer shall accept returns of normal stock Goods for a period of thirty (30) days following shipment for exchange or refund of the purchase price. Goods must be in their original cartons, unopened and unused and are subject to appropriate restocking/cancellation fees equal to the greater of (a) the cost incurred by Seller from its Vendor as a result of the cancellation, or (b) 25% of the purchase price.

7. INTERPRETATION RESPONSIBILITY: Seller does not guarantee that its Goods conform to any plans and specifications. When plans and specifications are involved, Buyer is solely responsible for verifying Seller's interpretations of such plans and specifications, and it is Buyer's sole responsibility to assure that Seller's Goods will be accepted on any specific job. When substitute Goods are offered by Seller on any proposal, Buyer is solely responsible for confirming their acceptability.

8. DELIVERY: Factory shipping dates given in advance of actual shipment are approximate and not guaranteed.

9. EXCUSABLE DELAYS: Seller shall have no liability if its performance is delayed or prevented by causes beyond its reasonable control, including, without limitation, acts of nature, labor disputes, government priorities, transportation delays, insolvency or other inability to perform by Seller's Vendor, or any other commercial impracticability.

10. PRODUCT USE AND SAFETY: SELLER DOES NOT GUARANTEE THAT THE GOODS MEET BUYER'S OR BUYER'S CUSTOMERS PLANS AND SPECIFICATIONS OR INTENDED USE. BEFORE BUYER USES OR INSTALLS ELECTRICAL PRODUCTS, IT IS BUYER'S RESPONSIBILITY TO CONSULT THE NATIONAL ELECTRIC CODE AND ANY PERTINENT LOCAL, STATE OR NATIONAL CODES, RULES OR REGULATIONS FOR APPROVED INSTALLATION PROCEDURES AND PRECAUTIONS. NOTHING SELLER SELLS IS FOR USE IN CONNECTION WITH "SAFETY-RELATED" APPLICATIONS OF A NUCLEAR FACILITY OR ANY HAZARDOUS ACTIVITY WHERE FAILURE OF A SINGLE COMPONENT COULD CAUSE SUBSTANTIAL HARM TO PERSONS OR PROPERTY.

11. WARRANTIES:

(a) **SELLER'S WARRANTIES:** Seller warrants that all Goods sold are new and free and clear of any security interests or liens. Buyer's exclusive remedy for breach of such warranties shall be replacement with a new product or termination of any security interests or liens. Seller is a distributor and not a manufacturer and makes no independent warranties other than those set forth in this paragraph.

(b) **VENDOR'S WARRANTIES:** Seller shall also assign to Buyer any Vendor warranties and/or remedies provided to Seller by its Vendor.

(c) **LIMITATIONS:** THERE ARE NO OTHER WARRANTIES WRITTEN OR ORAL, EXPRESS, IMPLIED OR BY STATUTE. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES. NO REPAIR OF GOODS OR OTHER COSTS ARE ASSUMED BY SELLER UNLESS AGREED TO, IN ADVANCE, IN WRITING.

12. LIMITATIONS OF LIABILITY: UNLESS APPLICABLE LAW OTHERWISE REQUIRES, SELLER'S AND ANY VENDOR'S TOTAL LIABILITY TO BUYER, BUYER'S CUSTOMERS OR TO ANY OTHER PERSON, RELATING TO ANY PURCHASES GOVERNED BY THESE TERMS & CONDITIONS, FROM THE USE OF THE GOODS FURNISHED OR FROM ANY ADVICE, INFORMATION OR ASSISTANCE PROVIDED BY SELLER (BY ANY METHOD, INCLUDING A WEB SITE), IS LIMITED TO THE PRICE OF THE GOODS GIVING RISE TO THE CLAIM. NEITHER SELLER NOR ITS VENDORS SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, DIRECT, CONSEQUENTIAL OR PENAL DAMAGES (INCLUDING, BUT NOT LIMITED TO BACKCHARGES, LABOR COSTS, COSTS OF REMOVAL, REPLACEMENT, TESTING OR INSTALLATION, LOSS OF EFFICIENCY, LOSS OF PROFITS OR REVENUES, LOSS OF USE OF THE GOODS OR ANY ASSOCIATED GOODS, DAMAGE TO ASSOCIATED GOODS, LATENESS OR DELAYS IN DELIVERY, UNAVAILABILITY OF GOODS, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES OR SERVICES, DOWNTIME, OR CLAIMS FROM BUYER'S CUSTOMERS OR OTHER PARTIES.

13. CLAIMS: Claims for any nonconforming Goods must be made by Buyer, in writing, within ten (10) days of Buyer's receipt of such Goods and must state with particularity all material facts concerning the claim then known to Buyer. Failure by Buyer to give notice within such ten (10) day period shall constitute an unqualified acceptance of such Goods by Buyer, and a waiver of any right to reject or revoke acceptance of such Goods.

14. EXPORTS: Acceptance of export orders is not valid unless confirmed in writing by Seller. Buyer, NOT Seller, is responsible for compliance with all United States export control rules and regulations. Buyer shall not name Seller as shipper or exporter of record in connection with the export of any Goods purchased from Seller.

15. ANTI-MONEY LAUNDERING RESTRICTIONS: Seller rejects questionable orders and payments: Except for pre-approved credit arrangements, Seller rejects third-party payments, cashiers' checks, money orders and bank drafts. Seller accepts only checks imprinted with Buyer's name; wire transfers originated in Buyer's account; letters of credit with Buyer as account party; and credit or debit cards in Buyer's name. All payments must be by single instrument in the amount of the invoice, less credits, from banks acceptable to Seller.

16. GOVERNING LAW: These Terms & Conditions and all disputes related to it shall be governed by the laws of the State of New York, United States of America, without giving effect to its conflict of law rules.