

# WENZEL ASSOCIATES, INC.

## TERMS AND CONDITIONS

The following are the terms and conditions ("Terms and Conditions") for the sale of products by Wenzel Associates, Inc. to Wenzel's customers. These Terms and Conditions shall apply to the exclusion of all other terms referred to in any purchase order, acknowledgment, confirmation or any other documentation issued by either party, unless agreed in writing and signed by an authorized officer of Wenzel.

**1. ORDERS.** Orders will be initiated by Customer issuing a purchase order to Wenzel. Orders must identify the Products, unit quantities, part numbers, descriptions, applicable prices and requested delivery dates. Orders are subject to Wenzel's acceptance.

**2. PRICES.** Orders are billed at the prices (in US dollars) in effect at the time of shipment. Customer will pay the non-discounted price for the quantity actually purchased and/or a cancellation fee.

**3. TERMS OF PAYMENT.** If Wenzel has not granted credit to Customer, payment terms are pre-pay at time of order. Wenzel does accept credit card payments with Mastercard or Visa. Credit card orders will be limited to \$2500 or less. There is a \$25.00 service charge on all returned checks.

If Net 30 terms are requested customer needs to provide Wenzel with banking information and at least 4 trade references with fax numbers. If credit has been granted, payment is Net 30 days from date of invoice. All payments must be made without deduction. Orders are subject to credit approval by Wenzel, which may in its sole discretion at any time change the terms of Customer's credit or require advance payment or payment by official bank check.

**4. DELIVERY AND TITLE.** All shipments by Wenzel are FOB point of shipment from Wenzel's facility and the amount of all shipment charges shall be paid to Wenzel by Customer in addition to the purchase price of the Products. Selection of the carrier and delivery route will be made by Wenzel unless specifically designated by Customer. Wenzel will aim to initiate shipment and deliver the Products as close as possible to Customer's requested delivery date(s). Customer acknowledges that shipment and delivery dates provided by Wenzel are estimates only and that Wenzel will not be liable for failure to achieve such dates. For the avoidance of doubt delivery of Products within 30 days of the requested delivery date shall constitute timely delivery. Delay in delivery of one installment will not entitle Customer to cancel any other installment(s).

Delivery to a carrier will constitute delivery to Customer, and risk of loss of or damage to the Products will pass to Customer at this point. Title to the Products shall remain with Wenzel until payment in full for the Products by Customer. Products invoiced and held by Wenzel at Customer's request will be held at Customer's risk and expense. Wenzel is not liable for any premium transportation or other costs or losses incurred by Buyer as a result of Wenzel's inability to deliver product in accordance with Buyer's requested delivery date(s). Shipments are insured with the carrier only when requested by the Buyer.

**5. CANCELLATIONS, RETURNS.** Customer may only cancel an order by contacting Wenzel. If all or any part of the order is terminated, cancellation fees will apply, which will be determined by the progress of the order at the time of cancellation. In addition, if only part of the order is cancelled, the price per unit will be changed to reflect the applicable lower quantity pricing.

Authorization to return Products must be obtained from Wenzel, which authorization may be granted by Wenzel in its sole discretion. If granted, Wenzel will issue Customer a return material authorization ("RMA") number. No return of Products will be accepted without an RMA number. Return freight charges must be prepaid by Customer unless other arrangements have been made by Wenzel. Wenzel will not be responsible for returned Products lost in transit. All items not eligible for return will be returned to Customer, transportation collect. Non-warranty products will be returned to Wenzel at customers' expense and returned to customer at customers' expense. Warranty units will be returned to Wenzel at customer's expense and Wenzel will pay UPS GND for returning the units to customer. If customer needs a faster shipping method it will be at customer's expense.

**6. LIMITED WARRANTY.** Wenzel warrants to Customer that Products purchased hereunder will conform to the applicable manufacturer's specifications for such Products and that any value-added work performed by Wenzel on such Products will conform to applicable Customer's specifications relating to such work. No warranty will apply if the Product has been subject to misuse, neglect, accident or modification, or has been soldered. Wenzel has a one year warranty on all products that begins at time of shipment. Any products returned after the one year warranty time will be evaluated for a fee of \$100.00. The \$100.00 fee will be applied to any other repair cost that may be incurred.

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**7. EXPORT CONTROLS.** Products purchased are subject to export control laws, restrictions, regulations and orders of the United States. Customer agrees to comply with all applicable export laws, restrictions and regulations of the United States or foreign agencies or authorities, and shall not export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country or to any denied, blocked, or designated person or entity as mentioned in any such United States or foreign law or regulation. Customer represents and warrants that it is not on the Denied Persons, Specially Designated Nationals or Debarred Persons List and is not otherwise prohibited by law from purchasing the products or services hereunder. Customer shall be responsible for obtaining any required license to export, re-export or import.

**8. INTERNATIONAL ORDERS.** All orders of international origin are exported from the U.S. in accordance with Export Administration Regulations and ITAR laws. All taxes, duties, insurance, shipping charges, and other international charges and fees are the responsibility of the Customer. An End Use statement is required at time of order. A \$75.00 administrative fee is assessed for all overseas orders.