



# TERMS OF SALE

Springer Controls Company, Inc. products are designed and manufactured for use in standard commercial, industrial and residential applications. These products must be installed and used in accordance with the provisions of the U.S. National Electrical Code and/or all other State and local codes and industry standards that apply. Installation or use not in accordance with these codes and standards could be hazardous to personnel and equipment. Equipment sold by Springer Controls Company, Inc. is not intended to be used, nor should it be used, as conforming to Government Regulations 10 CFR 21 (NRC)

## Standard Conditions of Sale (Applicable to Springer Controls Company, Inc. Products.)

### 1. ACCEPTANCE OF ORDERS, MODIFICATIONS AND CANCELLATIONS

Springer Controls Company, Inc. representatives are not authorized to make oral offers to sell products. Offers to sell are made in the form of written quotations only. Oral quotations are invitations for the purchase to submit an order per the quotation. Such solicited orders are subject of acceptance or rejection by Springer Controls Company, Inc. as set forth below. Written quotations automatically expire thirty (30) calendar days from date issued unless sooner terminated by notice. Prices stated in written quotations are subject to the pricing terms specified below. All clerical errors in quotations are subject to correction. Springer Controls Company, Inc. publications are maintained as sources of general information and are not quotations or offers to sell.

No offer for products shall be binding upon Springer Controls Company, Inc. until accepted by issuance of Springer Controls Company, Inc. printed acknowledgement or by shipment. Any such order shall be subject to these standard conditions of sale and acceptance shall be conditioned on assent to these conditions, which assent shall be deemed given unless purchaser shall expressly notify Springer Controls Company, Inc. to the contrary within five days after receipt of acknowledgment or confirmation of an order, and in all events prior to delivery or other performance by Springer Controls Company, Inc. against such order. Failure of Springer Controls Company, Inc. to object to provisions contained in any purchase order or other communications from a purchaser (including, without limitation penalty clauses of any kind) shall not be construed as a waiver of these conditions nor any acceptance of any such provisions.

No order accepted by Springer Controls Company, Inc. may be altered or modified by purchaser unless agreed to in writing signed by an authorized representative of Springer Controls Company, Inc. No order may be cancelled or terminated except upon payment of any loss damage and expense incurred by Springer Controls Company, Inc. arising from such cancellation or termination.

### 2. DELIVERY

Delivery to a carrier at any Springer Controls Company, Inc. plant or other shipping point shall constitute delivery to purchaser; and, regardless of freight payment, title and all risk of loss or damage in transit shall pass to purchaser upon delivery to the carrier.

Care is taken in packing products, but Springer Controls Company, Inc. cannot be held responsible for breakage after delivery to the transportation company. All claims for loss and damage must be made by purchaser to the carrier. Claims for shortage or other errors must be made in writing to Springer Controls Company, Inc. within ten (10) days after receipt of shipment and failure to file such notice shall constitute unqualified acceptance and a waiver of all such claims by purchaser.

Freight Allowed terms, as set forth in Distributor Price Schedules issued from time to time by Springer Controls Company, Inc. are incorporated herein and hereby made a part of these Standard Conditions of Sale.

Springer Controls Company, Inc. reserves the right to determine shipment methods and routings. For special routing or handling requested, additional transportation charges will be added to the invoice. No allowance will be made in lieu of transportation if purchaser accepts shipments at factory, warehouse, freight station, or otherwise supplies its own transportation. Weights shown in Springer Controls Company, Inc. literature are approximate.

In the event of a product shortage, Springer Controls Company, Inc. reserves the right to allocate its available production or substitute products.

Springer Controls Company, Inc. reserves the right to make delivery in installments, unless otherwise expressly stipulated on the face of the purchaser's order; and all such installments when separately invoiced shall be paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of delay.

### 3. PRICES

Prices set forth in Springer Controls Company, Inc. catalogs and price schedules are subject to change without notice. In the event of a net price change, the price of equipment on order but unshipped will be adjusted to the price in effect at time of shipment, including equipment on order pursuant to written quotations unless the quotation provides otherwise on its face. Downward adjustment of prices shall apply only to unshipped portions of outstanding orders.

Springer Controls Company, Inc. reserves the right at any time to demand full or partial payment before proceeding with any order or contract of sale if, in its judgment, the financial condition of purchaser does not justify the terms of payment specified. If delivery is delayed or deferred beyond Springer Controls Company, Inc. schedule shipment date, payment shall be due in full when Springer Controls Company, Inc. is prepared to ship, and the equipment so delayed or deferred by purchaser may be stored by Springer Controls Company, Inc. at the risk and expense of the purchaser. If purchaser defaults when payment is due then the whole contract price shall become due and payable on demand or Springer Controls Company, Inc. at its option, without prejudice to other lawful remedies, may defer delivery or cancel the contract of sale.

### 4. PAYMENT TERMS

Payment terms as set forth in Distributor Price Schedules issued from time to time by Springer Controls Company, Inc. are incorporated herein and hereby made a part of these Standard Conditions of Sale. Invoices will be issued and are payable as partial shipments are made.



### 5. TAXES AND OTHER CHARGES

All taxes shall be paid by purchaser in addition to prices quoted or invoiced. In the event Springer Controls Company, Inc. shall be required to pay any such tax, fee or charge, purchaser shall reimburse Springer Controls Company, Inc. therefore; or in lieu of such payment purchaser shall provide Springer Controls Company, Inc. at the time the order is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge. Purchase orders must state the existence and amount of such tax, fee or charge which it shall be Springer Controls Company, Inc. responsibility to collect for purchaser and pay.

### 6. WARRANTIES

Springer Controls Company, Inc. warrants for a period of one year from the date of shipment that any product manufactured by it and sold to purchaser hereunder will be free from defects in material or workmanship at the time of delivery to the carrier, Springer Controls Company, Inc. sole responsibility in the event of such defect material or workmanship in violation of the warranty shall be, at Springer Controls Company, Inc. option to repair, replace or refund the original purchase price of any defective product. Springer Controls Company, Inc. products are designed and manufactured for use in standard commercial, industrial and residential applications. If these products are to be used in any location which might be of a hazardous nature, such as atomic installation, commercial or military aircraft, missile installations, space exploration or in any other critical application where failure of a single component should cause substantial harm to persons or property, Springer Controls Company, Inc. disclaims all responsibility unless it has received a complete description of the application and has concurred that the product in question is suitable for the proposed application. Such concurrence must be signed by a Springer Controls Company, Inc. officer. THE AFORESAID WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND SPRINGER CONTROLS COMPANY, INC. EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### 7. REMEDIES ARE EXCLUSIVE

The remedies of the purchaser set forth herein are exclusive and the liability of Springer Controls Company, Inc. with respect to any contract of anything done in connection therewith such as the performance or breach thereof, or from the manufacture, sale delivery, resale or use of any equipment covered by or furnished under the contract, whether in contract, in tort (including negligence and strict liability) or otherwise, shall not exceed the price of the equipment or part on which such liability based.

### 8. LIMITATION OF LIABILITY

SPRINGER CONTROLS COMPANY, INC. WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, CONTINGENT OR INCIDENTAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, PENALTIES SUFFERED BY PURCHASER AS THE RESULT OF ANY BREACH OF CONTRACT, BREACH OF WARRANTY OR TORTIOUS ACT COMMITTED IN CONNECTION WITH ITS SUPPLYING OR FAILURE TO SUPPLY EQUIPMENT PURSUANT TO ANY ORDER OF OTHER CONTRACT OR FOR ANY LABOR COSTS INCURRED AS A RESULT THEREOF.

### 9. PAYMENT PROTECTION

Springer Controls Company, Inc. is notified promptly by the purchaser in writing and is given authority information and assistance for the settlement of any action or assertion brought against the purchaser insofar as it is based upon a direct infringement of a claim or claims of one or more U.S. patents or trademarks electronic equipment products purchase from and manufactured by Springer Controls Company, Inc. standard commercial items when used or sold for the purposes for which such products are customarily used, Springer Controls Company, Inc. will defend or settle such actions of proceedings and will satisfy settlement of a final award for such infringement against the purchaser but Springer Controls Company, Inc. assumes no liability, consequential or otherwise, for and the purchaser agrees to hold Springer Controls Company, Inc. harmless from infringements of patent claims covering a method or process in which any such products may be used or covering the equipment assembly, circuit system or combination in which any such products may be used as a component, or from any trademark infringements involving any marking or branding applied at the request of the purchaser. Springer Controls Company, Inc. assumes no liability consequential or otherwise for and the purchaser agrees to indemnify and hold Springer Controls Company, Inc. harmless against any claims resulting from production of articles or materials which are manufactured by Springer Controls Company, Inc. to the purchaser's specifications of from the production of articles or materials designed by Springer Controls Company, Inc. to meet the purchaser's requirements arising out of the use of any equipment, materials, parts or machinery furnished by the purchaser in making products to purchaser's specifications. No costs or expense under this paragraph shall in any event be incurred for the account of Springer Controls Company, Inc. without its written consent.

### 10. RETURN OF GOODS

No Springer Controls Company, Inc. product may be returned without first obtaining Springer Controls Company, Inc. written permission, and all returns will be subject to the Return Goods Policy in effect when the return goods request is submitted to Springer Controls Company, Inc. No returns will be allowed for any custom-built products under any circumstance.

### 11. SALES CONVEYS NO LICENSE

Springer Controls Company, Inc. sales of products does not convey any license, expressly or by implications, stopped or otherwise, under any patent claim with respect to which Springer Controls Company, Inc. can grant licenses covering a completed equipment or any assembly, circuit, combination, method or process in which any such products are used as components (notwithstanding the fact that such products may have been designed for use in, or may only be useful in, such patented equipment, assembly, circuit, combination, method or process and that such products may have been purchased and sold for such use.) Springer Controls Company, Inc. expressly reserves all its right under such patent claims.

### 12. PURCHASER COMPLIANCE WITH LAWS

Springer Controls Company, Inc. does not assume any liability for the purchaser's compliance with or adherence to any federal, state or local laws or regulations.

### 13. ORDER OF PRIORITY

In the event of any conflict between the standard conditions of sale applicable to Springer Controls Company, Inc. products and the terms of any contract entered into between Springer Controls Company, Inc. and the purchaser, the Springer Controls Company, Inc. standard conditions of sale shall prevail.

### 14. GOVERNING LAW

All contracts for the sale of Springer Controls Company, Inc. products shall be governed and construed according to the laws of the State of Florida.