

TERMS AND CONDITIONS OF SALE

- 1.) **PRICES:** All prices quoted do not include any applicable excise, use, sales or similar taxes whether Federal, State or Local. In lieu of any tax, Buyer may provide Utility Relay Company with a tax exemption number acceptable to the taxing authorities. If prices are increased, the portion of all orders due to ship for a period of (30) days following the effective date of the increase will remain the same.
- 2.) **DELIVERY:** Any transportation and handling charges shall be paid by the Buyer. Unless otherwise specifically provided in writing, delivery of the products hereunder shall be FOB, Chagrin Falls, Ohio (shipments outside of the USA are FCA, Chagrin Falls, Ohio, USA). In all cases, risk of loss and damage to goods in transit shall fall upon the Buyer, whose responsibility it shall be to file claims with the carrier. Utility Relay Company shall not be liable for delays in delivery or failure to manufacture due to causes beyond its reasonable control. Customer also agrees to pay for any and all deliveries under and pursuant to its accounts, whether ordered by the customer or by any person representing himself/herself to be an agent, employee or representative of the Company.
- 3.) **CLAIMS:** Inspect all shipments within 15 days of shipment. Failure to advise Utility Relay Company of defects on shipment within the 15 day period will constitute acceptance of shipment.
- 4.) **PAYMENT TERMS:** All accounts must be current for orders to be shipped. (a) Payment is net thirty (30) days from date of invoice. Orders are subject to credit approval by Utility Relay, 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. If Utility Relay reasonably believes that Customer's ability to make payments is impaired, Utility Relay may cancel any order or remaining balance thereof, and Customer will remain liable to pay Utility Relay for Products already shipped. Customer will submit such financial information as Utility Relay may reasonably require for determination of credit terms. (b) Checks are accepted subject to collection and the date of collection will be deemed the date of payment. Any check received from Customer may be applied by Utility Relay against any obligation owing by Customer to Utility Relay under this or any other contract, regardless of any statement appearing on or referring to such check, without discharging Customer's liability for any additional amounts owing by Customer to Utility Relay. The acceptance by Utility Relay of such check will not constitute a waiver of Utility Relay's right to pursue the collection of any remaining balance. (c) Customer will pay the entire net amount of each invoice from Utility Relay pursuant to the terms of such invoice without offset or deduction. Invoices not paid when due will bear interest to date of payment at the annual rate of eighteen (18%) percent or such lower rate as may be the maximum permitted by law. If Customer fails to make payment when due, Utility Relay may pursue any legal or equitable remedies, in which event Utility Relay will be entitled to reimbursement for costs of collection and reasonable attorneys' fees.
- 5.) **RETURNED MATERIALS:** Returned Materials Authorizations can be obtained by contacting Utility Relay Company. **NO MATERIAL** will be accepted for credit Without a Returned Materials Authorization Number (RMA#). Unauthorized returns will be shipped back. They will be re-invoiced with a handling charge of \$30.00 added. In any case, Utility Relay Company reserves the right to inspect the part in Buyers facility before authorizing a return.
- 6.) **CANCELLATIONS:** Items ordered from Utility Relay Company are subject to a 5% restocking charge if the items are canceled prior to shipment. Orders canceled after shipping will be subject to a 15% restocking charge even if the items are shipped in advance of a confirmed ship date.
- 7.) **PRODUCT CHANGES:** Utility Relay Company reserves the right to discontinue items or change specifications or designs at any time without notice and without incurring any obligations.