

ALEXANDER ELECTRIC Company
TERMS AND CONDITIONS
Reviewed 24/10/2011

1- Introduction

Orders are accepted by **ALEXANDER ELECTRIC Company** subject to these terms and conditions. Purchaser's order is accepted only on the express understanding and condition that any terms or conditions of sale specified by purchaser on a purchase order, purchase contract, order form or otherwise which are in conflict with, inconsistent with, or in addition to the terms and conditions of sales contained herein, shall not be binding upon **ALEXANDER ELECTRIC Company** unless expressly accepted in writing by **ALEXANDER ELECTRIC Company**. Acceptance of purchaser's order will create a complete and binding contract between purchaser and **ALEXANDER ELECTRIC Company**, on the terms set forth herein and in **ALEXANDER ELECTRIC Company's** written form of acceptance which will supersede all prior communications. Except as otherwise set forth in these Terms, **ALEXANDER ELECTRIC Company** must specifically agree to any addition or change to the Sales Agreement in a non-electronic writing signed by a duly authorized representative of **ALEXANDER ELECTRIC Company** before becoming binding on **ALEXANDER ELECTRIC Company**.

2- Prices:

Prices for products, whether specified in seller's price list or schedule, written quotation, or acknowledgement are subject to change without notice. Such prices shall be adjusted and the invoices will reflect seller's prices for the products in effect when the products are delivered. In addition to the price of the products as set forth in the Sales Agreement, buyer agrees to pay to **ALEXANDER ELECTRIC Company** sales, use, excise, or similar taxes applicable to the sale of the products and such other costs and expenses described in these Terms.

3- Taxes:

Any current or future tax or governmental charge (or increase in same) affecting seller's costs of production, sale, delivery or shipment, or which seller is otherwise required to pay or collect in connection with the manufacture, sale, delivery, storage, or use of the products, shall be for buyer's account. Any tax or charge that **ALEXANDER ELECTRIC Company** may be required to collect or pay shall either be paid by buyer or buyer shall provide to **ALEXANDER ELECTRIC Company** appropriate resale certificate numbers and other documentation satisfactory to the applicable taxing authority to substantiate any claim of exemption from any such tax or charge.

4- Payment:

No order shall be binding upon **ALEXANDER ELECTRIC Company** until the order has been accepted by **ALEXANDER ELECTRIC Company** in a formal order acknowledgment. All orders must be consistent with established lead times. Payment is due 30 days from the earlier of the date of invoice. The amount of credit or terms of payment may be changed or credit withdrawn by **ALEXANDER ELECTRIC Company** at any time. Invoices are payable in Euro currency at the address set forth on the face hereof or as otherwise specified on the invoice. The exchange rate is

based on the Euro's exchange rate from the earlier of the date of invoice. Exchange charges or charges for returned checks will be charged to purchaser's account. Terms of payment are subject to change by **ALEXANDER ELECTRIC Company** at any time and from time to time. Buyer is liable on delinquent payments at the lower of the maximum legal rate or the rate of 1.5% per month until paid in full. If collection procedures are required, buyer shall pay all costs of collection, including but not limited to collection fees, reasonable attorneys' fees, court costs and interest. Each delivery of the products shall be considered a separate and independent transaction and payment thereof shall be made accordingly. In the event of the bankruptcy or insolvency of purchaser or in the event any proceeding is brought by or against purchaser under any bankruptcy or insolvency laws, **ALEXANDER ELECTRIC Company** shall be entitled to (a) stop in transit or divert to itself any shipment in transit and (b) cancel any order then outstanding in addition to any other remedies under law, receive reimbursement for its cancellation charges. Each shipment shall be considered a separate independent transaction, and payment therefore shall be made accordingly.

5- Delivery:

ALEXANDER ELECTRIC Company will deliver the products pursuant to applicable freight classifications. Buyer must pay all transportation costs of the products. **ALEXANDER ELECTRIC Company** may make partial deliveries at **ALEXANDER ELECTRIC Company** sole discretion. If buyer refuses to accept delivery of any of the products, such products will be held by **ALEXANDER ELECTRIC Company** awaiting buyer's instruction for twenty (20) days, after which **ALEXANDER ELECTRIC Company** may deem the products abandoned and dispose of them as it sees fit, without crediting buyer's account. Shortages or damages must be acknowledged and signed for at the time of delivery. Buyer shall inspect the products delivered to it by seller immediately upon receipt, and, any course of dealing to the contrary notwithstanding, failure of buyer to give seller notice of any claim within thirty (30) days after the earlier date of the invoice of such products shall be an unqualified acceptance of such products. A delivery date indicated by **ALEXANDER ELECTRIC Company** is estimated but is not guaranteed. **ALEXANDER ELECTRIC Company** will endeavor to meet the delivery date specified by buyer. **ALEXANDER ELECTRIC Company** shall not be liable for any delay or failure in the delivery or shipment of the products, or for any resulting damages, when the delay or failure is directly or indirectly due to accident (in manufacture or otherwise), errors, omissions, fire, flood, riot, war, embargo, labor stoppages, computer malfunctions, inadequate transportation facilities, regularity by any governmental authority, or any other causes beyond **ALEXANDER ELECTRIC Company** reasonable control. Moreover, **ALEXANDER ELECTRIC Company** shall have no liability for any liquidated damages or penalty or special, indirect or consequential damages under any circumstances whatsoever. If any contingency occurs, **ALEXANDER ELECTRIC Company** may allocate production and deliveries among **ALEXANDER ELECTRIC Company's** customers. All shipments will be made by UPS at **ALEXANDER ELECTRIC Company's** discretion unless specific instructions from buyer indicate an alternate carrier. If for any reason purchaser is not prepared to accept delivery of goods, **ALEXANDER ELECTRIC Company** may store the goods at purchaser's expense and risk and such storage shall constitute shipment and delivery to the purchaser.

6- Warranty:

ALEXANDER ELECTRIC Company warrants that the products will be free from defects in materials (excluding customer supplied materials) and workmanship and will conform to **ALEXANDER ELECTRIC Company's** applicable written specifications, under normal use and service or the specified use as agreed upon by **ALEXANDER ELECTRIC Company** and buyer. The warranties do not cover any damage caused by the purchaser, other end user or any third party. The warranties do not cover upgrades to the current product revision level. Warranty repairs require notification to and authorization of **ALEXANDER ELECTRIC Company** prior to returning products. All returned goods must be accompanied by the invoice and data sheets. All goods must be delivered to **ALEXANDER ELECTRIC Company** prepaid. **ALEXANDER ELECTRIC Company** shall pay freight costs for returning to purchaser repaired or replaced products determined by **ALEXANDER ELECTRIC Company** to be within the provisions of the warranty. In all other cases, costs of repair or refurbishment and freight costs shall be billed to the purchaser. **ALEXANDER ELECTRIC Company** EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE. **ALEXANDER ELECTRIC Company** DISCLAIMS AND EXCLUDES ALL LIABILITY, INCLUDING FOR NEGLIGENCE OF **ALEXANDER ELECTRIC Company** OR ITS EMPLOYEES, FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER **ALEXANDER ELECTRIC Company** HAD NOTICE THEREOF.

7- Return of error order:

Upon factory authorization and placement and acceptance of a corrected order form standard **ALEXANDER ELECTRIC Company** product which purchaser has ordered in error may be returned to **ALEXANDER ELECTRIC Company**, transportation charges prepaid. All such returned products must be new, unused, in the original carton, and in purchaser's possession no longer than 30 days after the invoice date. Purchaser shall pay to **ALEXANDER ELECTRIC Company** a restocking charge in an amount equal to the greatest of 25% of the purchase price. Assemblies, accessories, power supplies with built-in options, non-standard or obsolete power supplies and any material modified or built to purchaser specification may not be so returned.

8- Cancellation and rescheduling:

Buyer may reschedule or cancel its order only in accordance with seller's then current cancellation and rescheduling policy. Buyer agrees to pay any applicable cancellation or rescheduling charges. Such charges may include, among other things, all costs and expenses incurred to cover commitments made, overhead, and a reasonable profit allocable to work in process. Seller's determination of all such charges shall be conclusive.

9- Changes:

Buyer may request changes or additions to its order. In the event that such changes or additions are accepted by seller, seller may revise the price and dates of delivery.

Seller reserves the right to change designs and specifications for the products or to discontinue production of the products without prior notice to buyer, except with respect to products being made in accordance with buyer's specifications. Seller will give buyer ninety (90) days notice in the event that seller decides to discontinue manufacture of products being made in accordance with buyer's specifications. In the event of any of the foregoing changes, seller agrees to use reasonable commercial efforts to assist buyer in selecting a suitable alternative product. Seller shall have no obligation to make such change for any products manufactured prior to the date of such change.

10-Assignments:

Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of seller, and any such assignment, without such consent, shall be void.

11-Patents:

ALEXANDER ELECTRIC Company does not warrant the purchaser shall be free from any rightful claim of third persons for patent infringement. Purchaser shall indemnify, defend and hold **ALEXANDER ELECTRIC Company** harmless against all expenses, damages, costs or losses (including reasonable attorney's fees) arising or resulting from any claim, action, suit or proceeding brought for infringement of patents or trademarks or for unfair competition by reason of (a) purchaser's manufacture or sale of goods incorporating **ALEXANDER ELECTRIC Company** products (b) goods made to purchaser's specifications (c) purchaser's manufacturing or other process utilizing any product, furnished hereunder or (d) any non infringing product furnished hereunder when modified by purchaser or combined by purchaser with products not supplied by **ALEXANDER ELECTRIC Company**. Sales of products, or any parts thereof, hereunder confers on purchaser no license or other right in any patent, trademark, trade secret, or copyright now held by or which may in the future be obtained by **ALEXANDER ELECTRIC Company**.

12- Unintended applications:

Unless specifically otherwise agreed in writing by **ALEXANDER ELECTRIC Company**, customer acknowledges that products sold by **ALEXANDER ELECTRIC Company** are not intended for and will not be used in life support systems, human implantation, nuclear facilities or systems or any other application where product failure could lead to loss of life or catastrophic property damage. Customer will indemnify and hold **ALEXANDER ELECTRIC Company** harmless from any loss, cost or damage resulting from customer's breach of the provisions of this paragraph.

13- Liability limitation

IN NO EVENT IS **ALEXANDER ELECTRIC Company** RESPONSIBLE TO BUYER FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ALL DIRECT AND INDIRECT LOSSES (INCLUDING LOST PROFITS AND ANY OTHER FORM OF ECONOMIC LOSS) REGARDLESS OF WHETHER THOSE DAMAGES WERE FORESEEABLE. THE LIABILITY OF **ALEXANDER ELECTRIC Company** ARISING OUT OF OR RELATING TO THE PRODUCTS SHALL BE LIMITED TO THE ACTUAL AMOUNTS

PAID BY BUYER TO **ALEXANDER ELECTRIC Company** FOR THE PRODUCTS GIVING RISE TO SUCH DAMAGES. **ALEXANDER ELECTRIC Company** will not be liable for any inaccuracies of information published by **ALEXANDER ELECTRIC Company** relating to the products. The seller accepts no liability for any errors, omissions or other defects in any drawings, designs, technical data or specifications, either supplied by the purchaser or a third party manufacturer, and accepts no liability for any loss or damage resulting from curtailment or cessation of supplies following any variation in or from such drawings, designs, technical data or specifications.

14-Packaging

The purchaser shall meet the cost of any special packaging requested by the purchaser or any packaging rendered necessary by delivery by any means other than the seller's normal means of delivery. The purchaser shall, unless otherwise agreed, be solely responsible for the disposal of all packaging in accordance with all regulations (whether statutory or otherwise) relating to the protection of the environment.

15-Additional Terms and Conditions

- (a) The invalidity, illegality or unenforceability of the whole or part of a condition does not affect or impair the continuation in force of the remainder of these conditions.
 - (b) The failure by the seller to exercise or delay by the seller in exercising a right or remedy provided by a contract or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by a contract or by law prevents a further exercise of the right or remedy or the exercise of another right or remedy.
 - (c) A person who is not a party to a contract has no right under the contracts to enforce any term of that contract but this does not affect any right or remedy of a third party which exists or is available apart from that contract.
 - (d) A reference to a statutory provision includes a reference to the statutory provision as modified or re-enacted or both from time to time and any subordinate legislation made under the statutory provision.
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