

TERMS AND CONDITIONS



INTRODUCTION:

The subsequent terms and conditions are an integral and complete component of every purchase order accepted by Indelac Controls, Inc., ICI. It is understood that these terms and conditions are incorporated in each contract to purchase ICI products whether they are included in the customer purchase order or not. In case of conflict, an accepted purchase order, in writing, governs, and the buyer's terms are excluded.

There are no safety guaranties or representations beyond stated specifications. Buyer's Terms and Conditions are expressly excluded. ICI products are guaranteed saleable and do not infringe on any third party's intellectual property rights.

SALE PRICE:

All prices are based on ICI's current list price sheet at the time of the purchase order. Acknowledged prices are in US currency and shall be paid in US currency. ICI reserves the right to change prices as deemed necessary without notice. All prices are FOB ICI's factory unless otherwise stated in writing.

PAYMENT TERMS:

ICI accepts VISA, Master Card and American Express credit cards for payment unless other terms have been agreed upon in writing.

OPEN ACCOUNT:

Payment is due within thirty (30) days of shipment. ICI reserves the right to cancel and refuse to complete buyers purchase order if, in our opinion, buyer has not established credit to meet the agreed upon payment terms.

A 1.5% per month late fee will be assessed to all past due accounts retroactive to the first day of billing until date payment is received. Late charges will accrue on unpaid monthly balance on a daily basis, which includes shipping and tax charges.

Should an account go to collections the buyer shall be responsible for all attorney fees and interest charges incurred.

CANCELLATION:

Orders that are canceled after five (5) working days of the date the order was placed shall be subject to a ten percent (10%) cancellation fee. Orders with special designs, features or options may not be canceled. Orders that have been shipped as a result of the buyers purchase order are not subject to cancellation or return.

DELIVERY:

ICI shall exert its best effort to meet the scheduled delivery date in accordance with the purchase order. However, all delivery dates are approximate subject to many variables. They are stated in good faith to the best of our ability at the time of the order and commensurate with foreseeable scheduling. ICI will not assume responsibility or liability for loss or damage of any kind whatsoever resulting from ICI's non-performance or delayed performance in shipment and delivery of equipment for any reason whatsoever.

SHIPPING:

Truck shipments not arranged directly by buyer will be arranged by ICI at buyer's request, but billed freight collect. Overnight shipments such as UPS Red, Federal Express, etc. shall be collect/third party billing using customers account number.

SHORTAGES & DAMAGED SHIPMENT:

Any claims of shortages must be made in writing to ICI within five (5) working days of receipt of equipment. Any claims of damage must be reported to the delivering carrier immediately, all shipments within the United States of America are FCA our factory.

RISK OF LOSS:

Upon delivery by ICI to a carrier for shipment of equipment to buyer, risk of loss shall pass to the buyer. Therefore, the carrier shall be considered to be acting for and on behalf of the buyer and terms of payment for the equipment shall not be affected by damage to, destruction of or loss of the equipment sold.

SECURITY:

ICI retains a purchase money security interest in all goods sold until it receives payment in full.

TAXES:

Prices do not include, and client shall be responsible for all sales, use, excise, property or any other taxes, duties, and charges of any kind imposed by any federal, state, or local government entity on any amounts payable by client hereunder that may arise out of the sale of or related to the sale of the equipment. Buyer shall indemnify and hold ICI free and harmless from and against the imposition and payment of such taxes, whether or not they are included in the invoice for the Product shipped. ICI, at its option, may at any time separately bill buyer for any taxes not included in the original invoice and buyer shall pay said taxes, or in lieu of, provide ICI with a tax exemption certificate.

LIMITED WARRANTY:

Thank you for purchasing an Indelac Controls, Inc. (ICI) product. If you have any questions regarding the proper installation, use, or maintenance of the product(s) please call us at +1-859-727-7890. We are committed to keeping you satisfied.

ICI warrants that for a period of:

<u>24 months</u> -	Quarter-Turn Electric Actuators
<u>12 months</u> -	All Other Products including but not limited to Spring Return Actuators, Control Panels, Battery Backup Systems

from the date of shipment, it will either repair or replace, at its discretion, the product(s) which prove to be defective in material or workmanship. No other warranty is included in this Extended Warranty. ICI's sole liability in connection with the use of its products shall be the products' repair or replacement.

This Warranty does not cover damage to, or failure of the product resulting from causes such as damage sustained during shipping or transportation, improper storage, improper installation, negligence or willful misconduct or omissions of any party other than ICI, normal wear and tear, abuse, misuse, modification, tampering, natural disasters, accidents, or acts of god.

This Warranty is extended only to products produced by ICI and is valid only for the registered party for which the product serial number matches. This warranty of ICI's product is not transferable.

To Obtain Service Under This Warranty:

1. The purchaser must first contact ICI.
2. Present the details of the potential warranty claim (issue) to ICI.
3. ICI will review the details of the issue, then work with the purchaser to troubleshoot the product(s) in an attempt to resolve the issue.
4. If it is determined by ICI that the issue requires a formal warranty claim, ICI will provide additional instructions for the purchaser to follow, which may vary depending on the underlying issue.

Returning a Product for Evaluation or Repair:

1. The purchaser must first contact ICI.
2. Obtain a return authorization form from ICI, complete with a unique return authorization number by referencing the product serial number.
3. Properly package the product so that damage cannot occur during the shipping process.
4. Print a copy of the return authorization form, placing it inside of the packing list sleeve on the exterior of the box.
5. Products must be returned to ICI, freight prepaid, for evaluation.
6. Send to: Indelac Controls Inc., 6810 Powerline Dr., Florence, KY 41042

If the unit failed due to poor workmanship or materials, the unit will be either repaired or replaced at the discretion of ICI. The unit will be returned ground/standard freight paid by ICI, if air/rush shipment is requested the purchaser shall pay the difference.

This warranty is in lieu of all other obligations, liabilities or expressed warranties. Any implied warranties, including, but not limited to, implied warranty of merchantability are hereby expressly excluded. In no event shall ICI be liable for special, incidental or consequential damages arising in connection with the use of its products, or for any delay in the performance of this warranty due to causes beyond its control.

GOVERNING LAW

These Terms shall be governed and construed in accordance with the laws of Kentucky, United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.