

# MARLIN THERMOCOUPLE WIRE INC

## Sales Order General Terms and Conditions

1. **PRICES:** Quoted prices and discounts apply only to the specific quantities of items or specific services stated and do not include any taxes, transportation charges, special packaging or labeling or other miscellaneous items or services not specified. Prices are subject to corrections for errors. When so stated on the quotation or order acknowledgment, prices invoiced will be those in effect at the time of shipment. All prices quoted are in United States of America currency.
2. **TAXES:** The amount of tax or other governmental charges upon the production, sale, shipment and/or use of goods sold hereunder, now imposed by any governmental authority or hereafter becoming effective shall be added to the prices herein provided and shall be paid by the buyer.
3. **QUANTITY DISCOUNTS:** Quantity discounts, where applicable, are computed separately for each item ordered and are based on the quantity of each item ordered at any one time. If the quantity ordered for an item is partially cancelled, applicable discounts, if any, will be adjusted to the discount allowable for the un-cancelled quantity.
4. **PAYMENT TERMS:** Payment terms are net cash 30 days from the date of the invoice, unless otherwise stated in the quotation or invoice.
5. **DELIVERY:** All shipment dates quoted are after receipt and acceptance of order, unless otherwise specified. The Seller shall not be liable for delays, losses or failures of performance caused by fires, explosions, floods, other actions of the elements, strikes or other labor disputes from whatever cause arising, embargoes, riots, accidents, acts of public enemies, and/or rules, regulations, orders or acts of governments, delays or carriers, lack of transportation facilities, shortages of available fuel or other sources of energy, or of basic raw materials or any other causes beyond the reasonable control of Seller. The Seller shall in no event be liable for consequential or special damages arising out of delay due to any cause or for failure to give notice of any delay.
6. **SHIPMENT:** All shipments will be made F.O.B. place of shipment unless otherwise specified or agreed to by the Seller. In the absence of specific instructions, the Seller will select the carrier. Title to the material and risk of loss shall pass to the Buyer upon delivery thereof by the Seller to the carrier or delivery service. Shipments will be insured only if specified on Buyer's order. Claims against Seller for shortages in the amount shipped must be made within five (5) days after arrival of shipment.
7. **RETURNS:** No returns will be accepted without Seller's prior authorization. All authorized returns are subject to a restocking charge.
8. **MINIMUM ORDER:** In the event merchandise ordered is less than the minimum of \$100.00 net per order, Seller reserves the right to increase
9. **VARIATION IN QUANTITY:** On orders for Insulated Wire and Cable or Sheathed Wire, Seller reserves the right to ship and invoice quantity accordingly, plus or minus ten percent (10%) of the total amount ordered.
10. **WARRANTY:** Any liability of Seller resulting from any defect in workmanship or material in the product covered by this document shall be limited to and fully discharged by replacement or repair of such item at Seller's option without charge. The warranty provided in this clause is in lieu of all other warranties, express or implied, arising by law or otherwise, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, and shall not be modified except by an agreement signed by both parties specifically referencing this clause. In no event shall Seller be liable for consequential damages.  
  
Notice of any defect in workmanship or material must be given by the Buyer to Seller within ten (10) days after delivery to Buyer. In the event the Buyer fails to give notice within the specified period, the Seller will be relieved of any and all liability hereunder and Buyer agrees to accept goods as is.  
  
This warranty does not extend or apply to equipment, instruments or accessories which are warranted separately by the original manufacturer of these items.  
  
Any action for breach of this warranty or other action arising out of this contract must be commenced within one year after delivery.
11. **STATEMENTS OF COMPLIANCE:** Where statements of compliance are made, the measurement uncertainty is not taken into account.
12. **ACCEPTANCE:** Quoted prices will remain firm for thirty (30) days for the date of quotation and are contingent upon the acceptance of all terms and conditions listed herein, unless otherwise stated in the quotation. All orders are subject to review and final acceptance by the Seller at its home office in Cleveland, Ohio.
13. **CANCELLATIONS:** Seller's acceptance of order cancellation or order reduction requests is conditioned upon receiving Buyer's written agreement to assume termination charges or price adjustments.
14. We hereby certify that these goods were produced in compliance with all applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.