

Spang Power Electronics

9305 Progress Parkway, Mentor OH 44060-1855
Phone: (440) 352-8600
Fax: (440) 352-8630

BULLETIN SPE-SP100-12

TERMS AND CONDITIONS OF SALE

The following Standard Conditions of Sale apply to the quotation unless specifically changed, in writing, in the quotation. Any purchase order resulting from a Spang Power Electronics quotation shall automatically use SPE-SP100-12 as the sole and complete Terms and Conditions of Sale.

PRICES

Quoted prices will remain firm for thirty (30) days after date of quotation.

TAXES

The price does not include any state or local property, sales, use, or privilege taxes, or any state or local taxes in lieu of the foregoing. The amount of any one or all of these taxes applicable to the sale or use of the material shall be paid by the purchaser directly to the taxing authority, or in lieu thereof the purchaser shall provide a tax exemption certificate acceptable to the taxing authorities.

TERMS OF PAYMENT

Net thirty (30) days on approved credit.

DELAYED SHIPMENT

Orders requiring drawing approvals are quoted with the understanding that approvals will be returned in an expeditious manner. Any order that is held for drawing approval in excess of thirty (30) days from date of drawing transmittal is subject to a one percent (1%) per month price escalation for every month or fraction of a month in excess of the thirty (30) day approval period.

PAYMENTS

In Spang Power Electronics' judgment, if, at any time prior to the shipment of the apparatus, the financial condition of the purchaser does not justify the terms specified, Spang Power Electronics reserves the right to change these terms or to require full or partial payment in advance.

WARRANTY

SPANG POWER ELECTRONICS MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, WHETHER OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE OR OTHERWISE, EXCEPT AS FOLLOWS: All goods are warranted, for a period of one (1) year from the date of shipment, to meet Spang Power Electronics' published specifications and to be free from defects in materials and workmanship when shipped. Spang Power Electronics' obligation under this warranty shall be limited to repair or replacement of parts proven within the warranty period to have been defective at the time of shipment. Upon discovery of any such defect, purchaser shall promptly notify Spang Power Electronics thereof and, if requested by Spang Power Electronics, return the defective parts to Spang Power Electronics. Purchaser shall be responsible for all expenses of removal, freight and reinstallation in connection with repairs or replacement of defective parts. In no event will Spang Power Electronics be responsible for or reimburse purchaser for repairs or replacements made by others.

DELIVERY

All prices are FCA Factory, Incoterms 2010. Title to goods covered by any order shall vest in purchaser upon delivery thereof to carrier. It is the responsibility of the consignee to recover from the transportation company in case of any loss or damage during shipment. Shipping schedules given are estimates, and failure to make shipments as estimated because of delays resulting from causes beyond seller's reasonable control will not be considered sufficient reason for cancellation of order and Spang Power Electronics shall not be liable therefore. In no event shall Spang Power Electronics be liable for consequential loss or damage on account of delays.

TRADE COMPLIANCE

Purchaser agrees that no products, services or technical data received from Spang will be used, disclosed, exported, released, incorporated, transferred or re-exported, directly or indirectly in violation of the U.S. Export Administration Regulations ("EAR" 15 C.F.R. Parts 730 et seq.), the U.S. International Traffic in Arms Regulations ("ITAR" 22 C.F.R. Parts 120 et seq.), or the U.S. Foreign Assets Control Regulations ("OFAC" 31 C.F.R. Parts 500 et seq.), as amended and supplemented, or any similar law or regulation enacted in the future by the United States (collectively, "U.S. Export Control Rules").

PATENTS

Spang Power Electronics shall indemnify purchaser against any claim that the sale or use of catalog items sold under any order constitutes an infringement of any U.S. patent covering the sale or use of such material as sold by Spang Power Electronics, but not the use thereof in combination with other articles or materials, provided purchaser shall give Spang Power Electronics prompt written notice of any such claim and an opportunity to defend or dispose of the same. This warranty and indemnity does not apply to any item manufactured or assembled by Spang Power Electronics pursuant to specifications supplied by purchaser.

TERMINATION

Any order or contract may be terminated by the purchaser only upon payment of reasonable charges based upon expenses already incurred and commitments made by Spang Power Electronics.

LIMIT OF LIABILITY

Seller's maximum aggregate liability is limited to the value of this purchase order and in no event, and under no circumstances, shall Spang Power Electronics be liable for loss of anticipated profits or for interruption of operations, or for any special, incidental or consequential damages whatsoever.