

Terms and Conditions of Sale

JULY 18 2018

This is to certify that these units were manufactured in accordance with the purchase order and also with terms of contract (if applicable). No returns will be accepted unless return authorization number has been issued by Seller, Sentran Corporation (refer to our warranty policy). Material received without authorization number will be returned to customer at their expense.

1. TERMS OF AGREEMENT. Only the specifications for the product(s) ordered by the Buyer apply and are subject to change by Seller without notice. The application of the product(s) ordered is strictly the responsibility of the Buyer. Some products manufactured by Seller are either UL Recognized or UL Listed. Seller is not responsible for incorrect application of UL Recognized components interconnected to UL Listed instrumentation supplied by others or by the Buyer. This, together with the following terms and conditions, constitute the entire Agreement between Seller and Buyer. The terms and provisions of this acknowledgement shall be controlling. Any objections to any terms herein, including provisions which are in addition to or different from those contained in Buyer's forms, must be in writing and shall not be deemed timely unless received by Seller within seven (7) days from the date of mailing of this Agreement. If Buyer makes timely objection to any term herein, Seller shall have the right to withdraw its acceptance and this acknowledgement. Buyer's failure to object as specified will be deemed conclusive acceptance of all the terms and conditions of this acknowledgment. No acceptance by the Seller of any order shall be deemed to be an acceptance of any provision of the Buyer's purchase order form. No purchase order will be accepted unless signed by an authorized agent of Buyer organization and shall include all selling prices and any other handling and shipping fees including these terms and conditions. No other written or oral modification of the purchase order will be accepted. Modifications or changes to purchase orders submitted by the Buyer shall be a revision form of the original and signed by an authorized agent of the Buyer organization. The invalidity of any provision of this Agreement will not affect the validity of any other provision.

2. PRICES AND TERMS. Prices, terms, and availability of merchandise are subject to change without notice, including but not limited to changes caused by the fluctuations in market price, availability of magnetic metals, magnet wire, lead wire and plastic resin or molded parts employed in the manufacture of the goods described herein. Unless otherwise provided on the face hereof, payment hereunder shall be due net thirty (30) days from the date of shipment. All amounts past due shall bear interest at the rate of 1.5% per month, or the maximum rate allowable by Oregon law. Seller's obligation to produce or deliver hereunder is conditioned upon continued good credit of Buyer and upon Buyer's payment when due of any sum owing by Buyer to Seller under any agreement between the parties. Based on Seller's reasonable judgment, if Buyer's financial condition at the time the merchandise is ready for shipment does not justify the terms specified, the Seller reserves the right to cancel credit provided to the Buyer, change these terms, to require full or partial payment in advance.

3. SHIPMENTS. Shipment dates are based upon seller's best judgment and are subject to factory schedules and production limitations, and hence are not guaranteed.

4. DELIVERY IN INSTALLMENTS. Seller reserves the right to make delivery in installments, unless otherwise expressly stipulated herein. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept remaining deliveries.

5. DELAY. Seller shall not be liable for delays in performance caused by act of God, fire or other casualty, accident, strike, shortage of labor or materials, governmental action or other cause beyond Seller's reasonable control; and the time for Seller's performance shall be extended by the period of any such delay. Seller reserves the right to apportion its production among its customers as it may determine.

6. LIMITED WARRANTY. Except as provided herein, seller expressly excludes all warranties, expressed or implied, including warranties of merchantability and fitness for a particular purpose. Seller warrants to buyer that all of its products shall be free from defects in material and workmanship during normal use and service. No agent, employee or representative of the Seller has any authority to bind Seller to any affirmation, representation or warranty concerning the goods sold under this Agreement, and unless an affirmation, representation or warranty made by an agent, employee or representative is specifically included within this Agreement, it is not deemed a part of the basis of this bargain and shall not in any way be enforceable.

7. REMEDY FOR NONCONFORMING GOODS. If the material furnished to Buyer shall fail to conform to the contract, or to any expressed or implied warranty as stated herein, Seller, at their discretion, shall within thirty (30) days of notice of said non-conformity, issue credit for or shall replace such non-conforming material at the original point of delivery. Buyer shall furnish instructions for the disposition of the nonconforming material. Any transportation charges involved in such disposition shall be for Seller's account. Buyer's exclusive and sole remedy on account of or in respect to the furnishing of material that does not conform to this contract, or so any expressed or implied warranty, shall be to secure credit or replacement thereof as aforesaid. Seller shall not, in any event, be liable for the cost of any labor expended on any such material or for any special, direct, indirect, incidental or consequential damages to anyone by reason of the fact that such material does not conform to this contract, or to any expressed or implied warranty herein. No claim of any kind will be considered on materials, which have been converted, changed, processed or used in manufacture.

8. SPECIFICATION CHANGES. Specification changes are subject to acceptance by Seller, including price revisions and any adjustments necessary to cover material procured and processed and labor expended prior to receipt by Seller of revised specifications.

9. BUY AMERICAN ACT ARRA-2005. The Seller represents that all items are designed and assembled in Oregon using local labor. Some raw material is not available within the United States.

10. GOVERNING LAW. All contracts between Buyer and Seller shall be governed by and construed in accordance with the applicable laws of the State of Oregon.

11. NON-WAIVER. Waiver by Seller of the breach of any of the terms and conditions of this contract shall not be construed as a waiver of any other breach.

12. RISK OF LOSS. Identification of the goods sold herein occurs at such time as Seller places said goods in the hands of the carrier for delivery as herein provided for. Upon identification, risk of loss passes to Buyer. Title remains with Seller until Seller receives payment for said goods.

13. INDEMNIFICATION. Buyer will indemnify and hold Seller harmless from, and defend Seller against, any loss, suit, claim or damage to persons or property arising out of this Agreement or Buyer's possession or use of the products provided, or any purchaser's possession or use of the products provided, which indemnity will survive the termination of this Agreement, provided that such loss, claim or damage was not caused solely by the fault of the Seller.

14. COSTS RELATED TO SHIPPING, TAXES AND CUSTOMS. Seller is not responsible for costs associated with shipping product, foreign customs, or taxes either foreign or domestic. Seller is not responsible for delivery delays once goods have been transferred to shipping company.

15. EX WORKS-EX WORKS. “Ex works” means that the seller fulfills their obligation to delivery when they have made the goods available at their promises (factory, warehouse, etc.) to the buyer. In particular, Seller is not responsible for loading the goods onto a vehicle provided by the buyer or for clearing the goods for export, unless otherwise agreed. The Buyer bears all costs and risks involved in taking the goods from the Seller’s premises to the desired destination. This term thus represents the minimum obligation for the Seller.

16. CANCELLATION. Any request for cancellation must be presented to Sentran Corporation in writing. Sentran Corporation may accept cancellation of an order for standard parts prior to standard lead time. Within standard lead time, cancellation may be refused or subject to a cancellation charge. Request for cancellation of any non-standard parts are subject to cancellation charges up to 100%. Blanket order cancellation will be based on the original ship schedule, not on subsequent delivery re-schedules.

17. INTELLECTUAL PROPERTY. **Sentran Corporation owns its respective patents, copyrights, trademarks, designs, trade secrets, know-how, drawings, data sheets, specification sheets and other intellectual property and proprietary rights created or developed prior to entering into an Order including all modifications, improvements or changes in or to such pre-existing IP rights.**