



## Terms and Conditions of Sale

1. Orders become effective only when accepted and approved by Enclosure Solutions, Inc. (ESI). ESI's acceptance is expressly made conditional on the customer's agreement to these terms and conditions.
2. Payment terms are Net 30 with approved credit, payment in U.S. funds. Interest of 1.5% per month may be charged on overdue accounts. Credit cards are accepted and may be subject to an additional fee.
3. Orders of less than \$50.00 net value will be invoiced at \$50.00 plus transportation charges.
4. Freight allowance is based on a single order. Shipments will be complete without backorders. If a partial shipment is requested on freight allowed order, that partial shipment shall be shipped on a prepaid and charge basis.
5. Freight is prepaid and allowed on orders of \$2,500 or more. For orders that do not meet this amount, freight charges shall be prepaid and added to the invoice.
6. ESI products are sold FOB point of shipment and title shall pass upon delivery to the carrier. ESI is not responsible for any loss or damage incurred in transit and any claim must be made by the customer.
7. Shipment dates are provided based on current inventories and production plans. ESI is not responsible for any failure to deliver or for any delay in delivery incurred by accident, transportation delays, fires, explosions, floods, earthquakes, riots, strikes, or any other causes beyond ESI's reasonable control.
8. No materials may be returned without the express written approval of ESI. No goods may be returned after 90 days. Goods approved to be returned must be in sellable condition in original packaging. Return freight shall be paid by the customer. Returns are subject to a 20% restocking fee unless accompanied by a new order of greater or equal value.
9. Custom or modified products made to customer specifications are not returnable unless the return is made necessary due to ESI's failure to meet those specifications. "Custom products" specifically includes Universal Series enclosures built to dimensions other than those shown in the catalog, as well as all products in the TrueCustom product offering.
10. Orders for normal quantities of standard catalog items may be canceled without charge if written instructions are received by ESI in time to stop shipment. Cancellation of custom or modified products or standard products in quantities larger than normal which are in the process of manufacture will be accepted with the understanding that ESI will be reimbursed for expenses incurred related to the cancelled order.
11. ESI warrants that the materials sold are free of defects in material and workmanship at the time of shipment. The customer must notify ESI in writing within thirty days of receipt for any claimed defects or non-conforming materials. ESI's liability for any breach of this warranty shall be limited to either replacement of the materials or, at ESI's sole option, the refund of the purchase price. ESI shall not be held liable for any incidental or consequential damages caused by breach of warranty, breach of contract, negligence, strict liability in tort, or any other legal theory. In addition, ESI shall not be held liable for losses, delays, labor costs, or expense directly or indirectly arising from the use of materials. ESI's liability is expressly limited to the replacement or repair of defective goods, or the total value of such goods. This warranty is in lieu of all other warranties, whether express or implied, or oral including the implied warranty of merchantability, any implied warranty of fitness for a particular purpose, and any implied warranties otherwise arising from a course of dealing or trade.
12. Catalog weights and dimensions are careful estimates but are not guaranteed. Any clerical errors are subject to correction.
13. Should any clause of these Terms and Conditions be held unenforceable or unlawful, it is agreed that the clause in question shall be modified as to eliminate the unenforceable element and as so modified shall be binding on the parties. The remaining clauses and provisions shall not be affected.
14. Any assistance, suggestions, or technical advice provided by ESI or any agent thereof concerning dimensions, handling, installation, testing, storage, use or placement in service is an accommodation for which ESI shall have no liability unless expressly provided in writing by ESI and approved by an officer of the company.
15. This agreement is complete and contains the entire contract between the parties, and may not be modified except in writing by both parties. No employee, agent, or representative of ESI has the authority to add, waive, or amend this contract unless first authorized by an officer of ESI. This agreement shall be construed under the laws of the State of Ohio. Waiver of ESI of any breach shall not thereafter be deemed waiver of a subsequent breach of the same or any other provision thereof.