

## **Saddle Brook Controls General Terms And Conditions**

Our terms and conditions apply to all orders. We do not accept any deviations from our terms. If your P.O. or other correspondence lists terms that are different from ours, we may process your order, but we do not accept the terms. We reserve the right to change our terms and conditions of sale at any time and without prior notice. Our terms and conditions in effect on the day an order is accepted shall apply without deviation. All orders are subject to our acceptance.

1. **Security Interest:** We maintain a security interest in all the products that we sell. That is, we reserve the right to repossess any equipment for which we have not been paid. This includes products that have already been shipped to an end customer, either individually, or as apart of a machine or process.
2. **Taxes:** Saddle Brook Controls is obligated to charge sales tax unless a Tax Exemption Certificate is on file with us.
3. **Receiving Shipments:** Please inspect all deliveries promptly. You must notify us within 48 hours of receipt with reported discrepancies or shortages.
4. **Purchase Orders:** We require confirming PO's for telephone orders. Please fax, e-mail or mail the confirming PO clearly marked as a confirming purchase order. Please remember, only our terms and conditions will apply.
5. **Business Hours:** Monday – Friday 8AM –5PM Our voice mail, fax machine, and e-mail is available 24 hours a day to receive orders or messages.
6. **Delivery:** Unless otherwise indicated, all shipments made are FOB Factory. Net payment on all invoices will be due and payable thirty (30) days from invoice date whether shipment is in whole or part. All lead times quoted represent-estimated manufacturers' production time or time required to prepare material for shipment, exclusive of transportation time. Delivery time quoted is provided as an estimate only. Saddle Brook Controls cannot assume responsibility or accept back charges for late deliveries.
7. **Payment Options:**
  - **New Customers:** New customers placing an order for less than \$200 will be required to use a credit card or will be shipped COD. Orders over \$200 can be processed on N30 Terms pending credit approval. All invoices unpaid after thirty (30) days shall bear interest at a rate at 1.5% per month. In addition to the contract price, the buyer shall assume and pay all sales use, excise, property, services and/or other taxes and fees as well as any interest and penalties pertaining to the sale of property, services or other subject matter of said order. In the event of nonpayment so that the Seller is required to employ an attorney or collection agency, Buyer agrees to be responsible for reasonable fees for collecting.
  - **Credit Card:** We accept the following credit cards: American Express, Visa, & Master Card. All credit card transactions will be approved prior to shipment. If for some reason there is a problem we will contact you.
  - **Wire Transfer:** We can also accept wire transfers for large and/or overseas orders. Please contact our accounting department for details.
8. **Shipping Options:** Our preferred carrier is UPS. All freight charges are prepaid and added to the invoice. If you prefer to use a different carrier you must specify the carrier name, phone #, account # (for collect shipments) and shipping method on your order.

We offer the following shipping options:

  - UPS- Red (next day)
  - UPS- Blue (2nd day)
  - UPS- Orange (3<sup>rd</sup> day)
  - UPS- Ground (one to seven days guaranteed)
  - FEDEX (next day)
9. **Shipping Charges:** We calculate shipping charges based on FOB factory.

10. **Insurance & Handing Charges:** FOB factory means that the risk of loss transfers to you when our factories deliver the goods to the carrier. We automatically include insurance and any factory handing fees we incur to your invoice. If you elect to waive insurance you must fill out an insurance waiver form and agree that any loss or damage to the product will be your responsibility.
11. **Warranty:** With respect to any goods covered by the order inclusive of repair orders, assembly, or modification Seller makes no warranty of any kind whatsoever, express or inferred for fitness for a particular purpose or otherwise, or as to any defects in material or workmanship or in any other respect. Seller will supply the manufacturer's warranty, if any, and Buyer's rights in respect to any goods covered by the order shall excessively be against the manufacturer and under the manufacturer's warranty. Any product which Buyer elects to return to Seller, and Seller elects to receive for transmittal to any manufacturer under any manufacturer's warranty may only be returned to the Seller with transportation charges to Seller and to manufacturer prepaid. . Seller shall not be obligated to assist Buyer in respect to any manufacturer's warranty, but shall do so only at its option, unless otherwise agreed by Seller in writing.
12. **Installation:** Installation is the responsibility of the buyer.
13. **Acceptance of Product:** Buyer's acceptance shall occur upon delivery to the carrier, unless Seller is otherwise notified in writing within 48 hours from receipt of the products by the Buyer that the products do not conform to Buyer product specifications.
14. **Confirmations:** Confirming orders must be marked "Confirming". Otherwise, we will not be responsible for expense and inconvenience caused through duplication of orders.
15. **Product Return:** Any product returns must be requested no later than 30 days after shipping date. Returned goods are accepted only after receiving a return authorization number from Saddle Brook Controls. All products returned must be in the original manufacturer's carton in like new condition with all packaging materials enclosed. ALL SOFTWARE ONCE OPENED IS NON-RETURNABLE. We reserve the right to refuse any product returned that does not comply with the above specifications. A minimum restocking charge of 20% and return factory transportation charges will be applicable to all returns. Credits will be issued at such time as the manufacturer issues it.
16. **Programs:** Notwithstanding, anything else to the contrary in the terms and conditions or additional terms and conditions of this agreement, any and all programs designed by the Seller are granted to the Buyer on a non transferable, non-exclusive license basis, ownership of the title of which shall be retained by Seller. The Buyer agrees that it shall utilize said programs only in respect to specific equipment for which it has been ordered and for its own use only and not for resale or sub-licensing or renting or lending with or without charge to any other party.
17. **Agreement Modification:** The terms and conditions herein contained and any other terms and conditions stated shall constitute the complete agreement between Seller and Buyer and shall prevail over all oral or written statement or understandings of any kind whatsoever made by the parties or their representatives.
18. **Cancellation:** When the Buyer cancels orders, Seller shall be compensated for direct costs plus a minimum 20% handling charges.
19. **Limitation of Liability:** In no event, including but not limited to sale of goods manufactured by others, repairs, assembly, or modification of goods, will Seller be liable for special, indirect, or consequential damages, even if Seller has been advised of the possibility of such damages. Seller's liability, whether based on contract, negligence, or any other cause of action, shall not in any case exceed the cost of correcting defects or the cost of the order whichever is less, in the equipment herein provided to Buyer. Buyer shall first, however, prior to any resort to Seller based upon any cause of action exhaust all manufacturers' warranties.
20. **General:** All orders are subject to final acceptance by Seller at its designated office or manufacturing facility. The terms and conditions stated herein shall apply to and govern this Sales Agreement and shall apply to and govern any other relating hereto.