

TERMS AND CONDITIONS OF SALE

1) GENERAL:

Unless otherwise stated, all orders are expressly subject to these terms and conditions. Modifications or additions will be recognized only if accepted in writing by a principal officer of AMP or his/her designated representative. Provisions of Customer's Purchase Order or other documents that add to or differ from these Terms and Conditions of Sale are expressly rejected. No waiver of these Terms and Conditions or acceptance of other shall be construed from failure of AMP to raise objections.

2) QUOTATIONS:

Written quotations expire in thirty (30) days unless withdrawn earlier. Prices quoted by AMP for products to be purchased from AMP distributors are subject to review and confirmation by the distributors.

3) CHANGES:

Published prices, Discount Schedules and Terms and Conditions of Sale are subject to change without notice.

4) PAYMENT:

Net 30, from date of invoice. Pro-rata payments are due as shipments are made. For engineered products invoices will be issued when AMP is ready to ship, if delivery is delayed at customer's request. AMP may require full or partial payment in advance of further production or shipment at any time if warranted in its opinion by the financial condition of the customer or the condition of its account, and AMP may cancel the order, without prejudice to its other legal remedies.

5) ACCEPTANCE OF ORDERS:

No orders shall be binding unless accepted in writing by a principal officer of AMP or his/her designated representative or by shipment or other performance. No binding order may be cancelled except by compensating AMP for its loss, expenses and other damages. Orders placed by an AMP distributor calling for shipment of material to distributor not on AMP's approved list, or to a location outside the area normally served by that distributor, will NOT be accepted.

6) MINIMUM BILLINGS:

Orders of less than \$100.00 net will be billed at \$100.00 PLUS TRANSPORTATION COST.

7) PACKING:

Prices include AMP's standard packing for domestic shipments. Additional packing expenses for export or to meet the customers specifications will be paid by the customer.

8) TRANSPORTATION ALLOWANCES AND CHARGES:

- a. Products covered by these Terms and Conditions are sold F.O.B. point of origin.
- b. On orders of * Net or more, AMP will absorb, and prepay freight to the accessible common carrier point nearest to destination, except Alaska and Hawaii.
- c. No allowance will be made for transportation charges if the customer accepts shipment at AMP's factory or warehouse.
- d. If shipment is to made on Government Bill of Lading, AMP's quotation is F.O.B. factory or warehouse with no freight allowance.
- e. AMP shall select the method of shipment unless a specific means of transportation such as is requested in writing by the customer, in which case shipment will be made F.O.B. point of origin, freight charge prepaid, and involved at cost.

9) DAMAGE CLAIMS:

AMP is not responsible for shipping damage, destruction or loss of any kind occurring after delivery to the carrier and receipt of the shipment bill of lading, at which time title to the merchandise shipped together with all risk of loss or damage shall be considered to have passed to the purchaser. It shall be the responsibility of the consignee (AMP's customer or the customer's designated consignee) to give timely and proper notice of shipping damage to the carrier. AMP will endeavor to assist the Consignee in securing satisfactory adjustment of claims.

10) DELIVERY:

All shipping dates are approximate, unless the shipping date is expressly made firm in an accepted order. In the event of delay in receipt of necessary information from the customer, the date of shipment may be extended for a reasonable time to allow for necessary rescheduling of production. AMP shall not be liable for delay in delivery due to causes beyond its control, including, but not limited to , acts of God, acts of the customer, fire, strikes, floods, epidemics, quarantine restrictions, riots, civil or military authority, freight embargoes, car shortages, wrecks or delays or damage in transportation, unusually severe weather or unavailability of necessary labor, material or manufacturing facilities.

11) PENALTY CLAUSE:

No clause providing for a penalty or liquidated damages (and no-claim) for late delivery of installation on a purchase order or in any other document will be effective without approval in writing by a principal officer of AMP.

* (Verify prepaid terms with Factory)



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12) ERRORS:

Clerical and other obvious errors are subject to correction.

13) WEIGHTS:

Weights and dimensions stated in catalogues or quotations are estimated carefully, but not guaranteed.

14) TAXES:

Prices do not include sales, use, excise, or similar taxes or charges. All such taxes, governmental inspection and other fees, duties and charges of any kind applicable to the sale of AMP equipment shall be paid by the customer or, if prepaid by AMP, shall be reimbursed.

15) SUBSTITUTE MATERIAL:

In its discretion AMP may furnish available substitutions for specified material which cannot be obtained due to priorities or regulations established by any federal, state, or other governmental authority or non-availability from suppliers.

16) PATENTS:

AMP will hold its customer harmless from any costs or other damages arising out of claims that products furnished by AMP infringe a United States Patent, and will defend or settle any resulting litigation, if notified promptly in writing of any such claim and given the necessary authorization, information and assistance by the customer. AMP's obligations shall not extend to infringements resulting either from incorporation of products, designs, or modifications specified by the customer or from use of AMP's products with products not furnished by AMP. The foregoing constitutes the entire liability of AMP for patent infringement.

17) WARRANTY:

AMP warrants that its products conform to applicable specifications submitted to AMP and are free of defects in design, workmanship and material. If any such defects or nonconformity to specifications appear within one year after date of shipment to the jobsite or the installer's storage site, AMP will make the necessary corrections by repairing, or at its option, by providing a replacement for any defective or otherwise non-conforming product, part or material F.O.B. factory. AMP is not responsible for the cost of providing working access necessary for fulfillment of its warranty obligations, or for costs of removal and reinstallation, insurance or transportation to and from the repair facility or factory. The warranty period is not extended by repair or replacement.

This warranty does not apply to products of others specified by the customer, or to AMP equipment which has been improperly stored, installed, operated, maintained or otherwise damaged. The conditions of any tests shall be mutually agreed upon, and AMP shall be notified of, and may be represented at, all tests that may be made. In the event that AMP is unable, upon reasonable effort, to correct defects or nonconformities in accordance with this warranty, an equitable price adjustment shall be negotiated.

This warranty sets forth all of AMP's obligations arising out of defects or nonconformities in its products, whether claims are based on contract, tort (including negligence), strict liability or otherwise. THIS WARRANTY IS EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THERE ARE NO WARRANTIES OR MERCHANTABILITY OF FITNESS FOR A PURPOSE, NOR ANY OTHER WARRANTIES, EXCEPT AS TO TITLE AND AGAINST PATENT INFRINGEMENT.

NOTE: THIS WARRANTY APPLIES TO AMP PRODUCTS ONLY WHEN PURCHASED FOR COMMERCIAL OR INDUSTRIAL USE.

18) LIMITS OF LIABILITY:

Under no circumstances will AMP be liable for consequential or incidental damages, including, but not limited to, lost profit or revenue, damages to or loss of use of AMP products or other equipment, damage to other equipment, cost of capital, cover, cost or replacement power, or claims of resale customers, or other third parties, whether such damages are claimed under contract, tort (including negligence), strict liability, or otherwise, nor shall AMP's liability exceed the price of the equipment or part claimed to be defective or nonconforming.

19) MATERIAL RETURNED FOR CREDIT:

- a. Only approved distributors or other customer of AMP may return merchandise.
- b. No merchandise may be returned without prior written authorization by AMP
Material returned without such authorization will remain the property of the sender.
- c. Returned goods must be shipped freight prepaid, and securely packed to reach AMP without damage. AMP shall not be responsible for loss in transit, whether by fire, theft, damage or other cause.
- d. Returned material is subject to a MINIMUM service charge of 30%, unless the return is due to fault of AMP, in which case, full credit will be allowed including all transportation charges. Only unused standard stock material as currently manufactured, which has been invoiced to customer within one year will be considered for full credit. Merchandise not in condition for resale will be credited at salvage value.

20) GOVERNMENT REGULATIONS:

If the material, apparatus or equipment is, or hereafter becomes, subject to governmental control, allocation, regulation or restriction, the necessary and proper preferences rating certificate or certificates shall be supplied by the customer.