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SM-1003  
Sales Policy

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## Enerpro, Inc. Sales Policy

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The conditions which follow take precedence over any conditions which may appear on any customer's standard purchasing form, and no provisions of such forms, except as expressly stated herein, shall be binding to Enerpro, Inc.

### Prices

The prices stated for quotation automatically expire 30 days from the date of said quotation and are subject to change at any time. All prices are quoted in U.S. Dollars (\$) Net.

### Price Policy

Prices are firm for orders specifying confirmed shipping schedules not to exceed one (1) year from the original order date. Open blanket orders accepted without a shipping schedule at the time of order are subject to price changes.

Discounted pricing for various quantity levels apply only to the same configuration of that product. Differing configuration requirements of product contained within a single order are subject to quantity pricing for that configuration only.

Shipments held or postponed at the request of the purchaser will be subject to any price changes that may occur during such period of hold or postponement. All orders are considered custom and as such are non-cancelable and non-returnable.

A confirming purchase order in hardcopy/email form will be required for orders based on quantity pricing. All purchase orders will have scheduled shipping dates established at the time of order. Enerpro, Inc. reserves the right to establish minimum quarterly shipments against any blanket orders accepted. Any quantities of product blanket ordered but not scheduled or released within the one year of life of the order will be deducted from the overall quantity price schedule and a bill for the quantity differential will be issued and considered due within normal terms.

### International Transactions

Purchases accepted from outside the continental United States will be secured by written confirmation of the purchase order and will be paid via wire transfer to the account of Enerpro, Inc., in the total of said purchase order to include any freight, handling charges, Bank Transfer or Import/Export fees applicable.

### Minimum Purchase

The minimum order accepted for business with Enerpro, Inc. shall be \$50.00 not including prepaid freight charges.

### Taxes

Pricing quoted does not include any Federal, State, or Local Property, License, Privilege, Sales, Use, Excise, Gross Receipt, or other like taxes which may be imposed as part of the immediate transaction or at any future time/date. Purchaser agrees to pay or reimburse any such taxes which Enerpro, Inc., its subcontractors or suppliers are required to pay.

California customers with a tax exempt status must present proof of said status in writing to Enerpro, Inc. before shipment of goods. Any shipment made before receipt of said proper notice will be taxed at the current percentage applicable to the customer's location.

## Payment Policy

Shipments will be paid in advance if:

1. If the Customer has a balance outstanding for more than 60 days from the date of any earlier shipments(s).
2. If, in the opinion of Enerpro, Inc., the financial status of the Customer, at any time after placement of the order and prior to shipment, does not justify the terms of the payment specified.
3. If the Customer has a history of repeated or prolonged late payments to Enerpro, Inc., for past materials or services invoiced in good faith.

Enerpro accepts orders for semi-custom and custom product in good faith and expects remuneration within the terms extended and accepted during confirmation of any order. Debit rebilling practices and short payments for any reason against N30 invoices accepted under these Sales guidelines can and will subject any customers doing so to advance payment terms as outlined above and finance charges on any unpaid balance as outlined below.

## Terms of Payment

Terms of payment are considered to be due and payable N30 from the date of invoicing. Invoicing is to normally occur on the date of shipment.

Unpaid invoices in excess of N30 days will be considered delinquent and subject to a finance charge of 2% per month on any unpaid balance. This charge will remain due under normal terms and subject to compounding until paid.

## Loss, Damage or Delay

Enerpro, Inc. shall not be liable for failure to perform or for delay in performance of any product or order due to fire, flood, strike or other labor issues, acts of Government authority or of the Purchaser, riot, embargo, wrecks or delays in transportation, inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or due to other causes beyond its reasonable control. In the event of any delay in performance due to any such cause, the date of delivery time for completion will be postponed by such length of time as may be necessary to compensate for the delay.

## Warranty

Enerpro warrants its products (less SCR's, freight and fuses) from defect in parts and labor for a period of one year from the date of invoice. Equipment damage, personal injury, downtime and/or lost revenues are not covered or implied in this warranty. Products returned for repair are subject to prior authorization (**Return Material Authorization #**) for return or are subject to refusal at our dock. Removal and replacement costs are not covered by this warranty. Inbound and outbound freight charges for warranty service are not covered by this warranty.

Enerpro, Inc. in connection with products sold, agrees to correct any defects in workmanship or material which may develop under proper or normal use for a period of one year from the date of shipment and/or invoice, by repair or replacement F.O.B. our factory or, at its option, issue a refund of the original purchase price. Defective product must be returned to the Enerpro plant for warranted service.

A minimum service charge will be assessed on any product or material returned for warranted service in which no defect in workmanship or materials are found.

This warranty shall be null and void if the product has been physical altered without the express written consent and instructions of a qualified employee of Enerpro, Inc.

The foregoing warranty is exclusive and in lieu of all other warranties of quality whether written, oral, or implied including any warranty of the merchantability or fitness for purpose.

### **Returned Material Authorization**

Return of any product by customer for warranted or non-warranty service must first be approved by a qualified employee of Enerpro, Inc. An RMA number (**Return Material Authorization #**) and shipping instructions will be issued at such time as authorization for return and service is requested. Any product returned for service without prior authorization will be refused at our dock and returned to customer.

### **Limitation of Liability**

It is expressly understood that Enerpro, Inc. liability for its products, whether in contract or in tort, is limited to the repair or replacement of the product sold. Enerpro, Inc. will not be liable for any injury, loss, damage or expense, whether direct or consequential, including but not limited to loss of use, income, profit or production or increased cost of operation, spoilage, or damage to materials arising in connection with the sale, installation, use repair or replacement of Enerpro products.

### **Patents and Trademarks**

Purchaser agrees to pay all expenses, including attorney fees, court costs and/or damages arising from patent infringement suits that may be filed against the Purchaser in connection with the use of Enerpro products. Enerpro, Inc. agrees to use best efforts to furnish information that may reasonably be required to defend a patent infringement suit against the Purchaser. Purchaser agrees to pay all expenses and incidental costs incurred by Enerpro, Inc. in connection with the defense of patent infringement suits.

### **Title, Risk of Loss**

The product shall remain the property of Enerpro, Inc. until fully paid for in cash. The Purchaser agrees to perform all acts which may be necessary to perfect and assure the retention of the title to such property of Enerpro, Inc. Risk of loss of the product, or any part thereof, shall pass to the Purchaser upon delivery of such product or part, F.O.B. point of shipment. Claims should be filed with the carrier immediately upon receipt of the product if there is evidence of loss or damage during transit. Any adjustments relating to the loss or damage of product in transit are between the carrier and the Purchaser exclusively.

### **License Notice**

The sale of any product hereunder does not convey any license, express or implied, under any patent claims on circuits or product designs or on any combination of devices, elements, or products.

### **Termination**

Any order or contract may be terminated by the Purchaser upon payment of reasonable termination charges based on expenses already incurred and/or commitments made by Enerpro, Inc.

Enerpro, Inc. retains the right to cancel any purchase order older than one calendar year from the date entered that has no schedule for completion and shipment of product on that order.

**Revisions**

Enerpro, Inc. reserves the right to revise or modify its products to increase reliability or to add functionality without prior notice. This includes any modification required due to obsolete industrial components.

Enerpro, Inc. will strive to make revisions to its products that will not affect prior revision functionality whenever possible.

Enerpro, Inc. encourages customer feedback on all aspects concerning the reliability or functionality of our products for consideration of inclusion on any possible future product revisions.