

Terms And Conditions

The following provisions apply to the sale of products or service performed by WETechnologies (hereinafter referred to as "WETechnologies") for you (hereinafter called "Customer");

1. BINDING ORDER

- a. Acceptance of Customer's orders must be confirmed in writing by WETechnologies to be binding.
- b. No terms or conditions, other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify or negate these terms and conditions, whether contained in Customer's purchase or shipping forms or elsewhere, shall be binding on WETechnologies unless made in writing and signed by an authorized representative of WETechnologies.

2. WARRANTIES

- a. **WETechnologies warrants that all products manufactured by WETechnologies conform to specifications and are free from defects in material and workmanship for a period of six (6) months from manufacture.** If notice of defect is given to WETechnologies within such warranty period, Customer's sole remedy for breach of warranty shall, at WETechnologies option, be either (1) refund of all or part of the purchase price, or (2) repair or replacement of products shown to be defective in material or workmanship. All models or samples furnished Customer are illustrative only of the general properties of WETechnologies products and are not to be deemed guarantees of uniformity. WETechnologies DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS, AND WETechnologies SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES ARISING DIRECTLY OR INDIRECTLY OUT OF OR IN CONNECTION WITH THE USE OF WETechnologies PRODUCTS. The above warranty does not extend to any WETechnologies product which has been subjected to misuse, neglect, accident, improper installation or use in violation of WETechnologies instructions or to any product repaired or altered by persons not expressly approved by WETechnologies.
- b. Customer agrees that WETechnologies shall not be liable for damage to or destruction of Customer's goods occurring while such goods are in the possession of WETechnologies, and Customer shall bear all risk of loss or damage to such goods.
- c. No Product will be accepted for return, repair or replacement without the written authorization of WETechnologies.
- d. Freight and handling charges on returns shall be at Customer's expense.

3. PAYMENT

- a. Customer agrees to pay WETechnologies for products ordered in accordance with prices quoted in writing to Customer, or if not so agreed those in effect at the time of delivery.
- b. Any amount unpaid at the end of 30 days from date of invoice shall bear interest at the rate of 18% per annum, and 25% additional shall be allowed for legal fees if collected by an attorney. Payment shall be made in the legal tender of the United States.
- c. Payment shall be made to WETechnologies, P.O. Box 1569, Camarillo, CA 93011
- d. Orders for standard products cancelled prior to completion and delivery shall be subject to a 25% restocking charge. Customer shall pay WETechnologies all costs incurred if an order for specially designed products is cancelled prior to final completion and delivery.

4. SHIPPING AND DELIVERIES

- a. Unless otherwise agreed in writing, all products are shipped F.O.B. WETechnologies plant, Chatsworth, California.
- b. In the absence of specific routing instructions from Customer, WETechnologies shall have the right to select the date of shipment, type of carrier, and routing of shipment on behalf of Customer. WETechnologies will make all efforts to promptly ship products, but WETechnologies does not guarantee to ship products within the time promised.
- c. Unless otherwise agreed in writing, WETechnologies shall have the option of partial or complete shipment of orders.
- d. Customer shall give written notice to WETechnologies of any claim for apparent defect, shortage, error in shipment, or error in charges within 30 days after receipt of products or such claims shall be deemed waived.
- e. WETechnologies shall not be held responsible for any failure to make delivery of all or any part of products or non-performance of services, ordered by customer attributable to governmental action; strike or other labor dispute; riots; storm; flood; epidemic; fire damage to or destruction in whole or in part of products; lack of or inability to obtain raw materials, labor, fuel or supplies; or any act of God or other cause, contingency or circumstances within or without the United States not subjected to WETechnologies control which prevents or hinders manufacture or delivery of products or performance of the services.

5. PATENTS, COPYRIGHTS AND TRADEMARKS

- a. Customer expressly agrees to protect, indemnify and hold harmless WETechnologies from and against any claim, cause of action, lawsuit or other proceeding, including attorney's fees and court costs brought against WETechnologies or any of its agents, officers, or suppliers on account of the infringement of any patent, design, copyright or trade name or mark in connection with the assembly or manufacture of products in whole or in part to specifications furnished by Customer or his agent.

6. APPLICABLE LAW

- a. Any contract arising hereunder shall be construed in accordance with the laws of the State of California, and the rights and duties of Customer and WETechnologies hereunder shall be determined by the laws of the State of California by the courts of Los Angeles County.
- b. Should any clause, sentence or part of these General Terms and Conditions be held invalid, such holding shall in no way effect the validity of the remainder which shall remain in full effect. Failure to enforce any or all of the above General Terms and Conditions in a particular instance or instances shall not constitute a waiver or preclude subsequent enforcement thereof.

7. CAPTIONS

All captions are for convenience only and shall have no substantive meaning.

PURCHASE ORDER INSTRUCTIONS

1. The terms and conditions of this order shall not be modified by any verbal understanding or agreement.
2. Render invoices in triplicate for each shipment, marked original, duplicate and triplicate. Articles on this order must not be included on invoices covering other orders.
3. Your invoices shall include:
 - (a) Number and date of this order, consignee and shipping weight.
 - (b) How shipped, i.e., freight, express, or parcel post.
 - (c) If shipment was prepaid, charges collect, C.O.D., or shippers order.
 - (d) If purchase is entitled to allowance for transportation charges, such allowance must be shown and deducted.
4. ALL PURCHASES ARE MADE F.O.B. destination, unless otherwise specified in Purchase Order.
5. Invoices must describe articles in terms used in the Purchase Order.
6. All bills must show numbers and marks of cases or packages in which goods billed are shipped: weight of shipment, order number, and car number in which goods are shipped: name of vendor making shipment, article and quantity, number of cases or packages. A separate bill shall be rendered for each car lot.
7. Substitution not permitted without written authorization.
8. No charges permitted for packing or wrapping unless specified.
9. Payment shall not constitute acceptance: material received is subject to purchaser's inspection and rejection.
10. In the absence of packing lists the purchaser's count shall be accepted as final.
11. Time of delivery is part of the essence of this contract and the order is subject to cancellation for failure to deliver on time except for causes beyond seller's control.

RESALE No. SR AC 99606185



WATERTIGHT ELECTRICAL TERMINATIONS

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