



# Akron Electric, Inc.

## Terms & Conditions of Sale

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**TERMS OF PAYMENT:** Net 30 days from date of invoice for credit approved purchasers, no cash discounts for early payment. Akron Electric reserves the right to require full or partial payment in advance of the shipment where the financial condition of the purchaser does not justify the terms of payment specified. Orders from purchasers without credit approval will be shipped C.O.D. or cash in advance. All orders requiring modifications are accepted on a non-cancelable and non-returnable basis.

**PRICES & QUOTATIONS:** PRICES SUBJECT TO CHANGE WITHOUT NOTICE.

Published prices shown in Akron Electric catalogs and price sheets provide a price and catalog number guide for the selection and application of a specific product. Firm price quotations will be given in writing upon application to Akron Electric, Inc.. All quotations and acceptance of contracts /orders are subject to final approval by authorized personnel of Akron Electric, Inc.. The provisions of any contract between Akron Electric and the Purchaser shall be interpreted and construed in accordance with the laws of the State of Ohio. ALL QUOTATIONS VALID FOR (30) DAYS.

**MINIMUM CHARGE:** A minimum billing of \$100.00 plus shipping cost will apply to each single order.

**FREIGHT ALLOWANCE:** All shipments are F.O.B. Akron Electric factory or shipping point. Transportation is prepaid and allowed on each individual shipment exceeding \$ 3,000.00 net value (per single shipment) to a specific destination to any common carrier free delivery point in the contiguous U.S., via the carrier selected by Akron Electric to be the most economical and reliable. Shipments to Alaska, Hawaii, and to other destinations outside the contiguous United States, will be shipped to the nearest point of exit prepaid and allowed pursuant to Akron Electric's standard terms. **No freight allowed for orders under \$3,000.00 net.** All special shipping costs to be borne by the purchaser or third party.

**TAXES:** Published prices do not include sales, use, or any other applicable taxes. All applicable taxes shall be paid by the Purchaser.

**SPECIAL ORDERS:** Special items / modified cast enclosures not listed in our current catalog, modifications to Purchaser's specifications, and unusual quantities of standard catalog items made for a specific order are accepted on a NON-CANCELABLE and NON-RETURNABLE basis.

**WEIGHTS & DIMENSIONS:** Catalog weights and dimensions are calculated estimates only, no guarantee to exact weight or dimension is given. Please consult factory for detailed construction prints or verification of exact weight.

**PENALTIES & DELAYS:** In no event will Akron Electric be liable for any losses or damages whatsoever resulting from a delay in shipment or failure to manufacture or deliver. Akron Electric shall not be liable for any damages caused by delays beyond Akron Electric's reasonable control including, without limitations, fire, strike, act of the Purchaser, acts of war, acts of God, transportation failures or inability to obtain labor, materials, or manufacturing facilities. In the event of any such delay, the date of the delivery shall be extended for a period equal to the time loss by reason of the delay.

**DAMAGE & LOSS:** Akron Electric's products are packaged to be protected from damage during shipping. Upon pick-up by the carrier and his receipt for the merchandise, responsibility for the delivery intact to the destination rests with the carrier. All shipments should be inspected immediately upon receipt for visible or hidden damages. Claims for loss or damage should be made with the carrier immediately. Akron Electric will assist insofar as practical in securing satisfactory adjustments of claims, however, all claims for loss or damage must be made by the purchaser to the carrier.

**RESPONSIBILITY:** Akron Electric is not responsible for misuse or misapplication of its products, intentional or otherwise. Improper application, installation, or operation above the rated capacity are all beyond the control of Akron Electric.  
UNDER NO CIRCUMSTANCES SHALL AKRON ELECTRIC BE LIABLE FOR CONSEQUENTIAL OR CONTINGENT DAMAGES.

**RETURNED MATERIALS:** UNDER NO CIRCUMSTANCES SHALL MATERIAL BE RETURNED TO AKRON ELECTRIC WITHOUT A WRITTEN RETURN GOODS AUTHORIZATION. Material returned without authorization will be refused. Enclosures or product modified to customer specifications cannot be returned under any circumstances. Credit will be allowed on the returned goods on the following basis. Only unused items as currently manufactured which have been invoiced within one year will be considered. Restocking charges subject to manufacturer's discretion. All material must be returned in perfect condition. Any cost incurred by Akron Electric to restore product to perfect condition will be charged to the purchaser. ANY MODIFIED/ SPECIAL ENCLOSURES ARE NOT SUBJECT TO RETURN. Equipment must be packed to protect against damage and must be shipped prepaid. Transportation charges are borne by the Purchaser on all returned goods. If the return is the fault of Akron Electric, full credit will be allowed, and the approved standard transportation charges will be paid. CUSTOMER HAS 24 HOURS UPON RECEIPT OF ORDER TO VERIFY ACCURACY & CONTENTS OF ORDER. AFTER THIS TIME PERIOD, APPLICABLE FEES MAY APPLY FOR REWORK, ASSEMBLY, REPLACEMENT & RESTOCKING, ETC.

**WARRANTY:** Akron Electric warrants the equipment manufactured by it to be free from defects in material and workmanship under normal use and service, its obligation under this warranty being limited to replacing at its factory any product, part, or parts thereof which shall, within one year after delivery of such equipment to the original purchaser, be returned, and which Akron Electric's examination shall disclose to its satisfaction to have been thus defective. Except for the warranty hereinbefore stated AKRON ELECTRIC MAKES NO WARRANTY EXPRESSED OR IMPLIED; ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS HEREBY DISCLAIMED BY AKRON ELECTRIC AND EXCLUDED FROM ANY AGREEMENT MADE BY ACCEPTANCE OF ANY ORDER PURSUANT TO OUR QUOTATION. THERE ARE NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACEHEREOF. Akron Electric neither assumes nor authorizes any person to assume for it any other liability in connection with the sale of its equipment. This warranty will not apply to any equipment which has been modified outside of its factory in any way so as, in Akron Electric's judgment, to affect its stability, or reliability, nor which has been subject to misuse, negligence, or accident or to improper operation or storage, or to other than normal use or service. Akron Electric shall not be held liable for damages, direct or consequential, or delays, if such occurs on account of defective materials, or workmanship, or delays in shipment. Akron Electric will not grant any allowance for any repairs or alterations made without the written consent of an officer of Akron Electric. Akron Electric will in no way be liable or responsible for injuries or damages to persons or property, arising from or out of use or operation of the equipment within described. Akron Electric reserves the right to make changes in design, or to make additions to, or improvements in, its product without imposing any obligations upon itself to install them on its products previously installed. Akron Electric may provide assistance in the form of recommendations, engineering or technical information and advice but such information is furnished only as an accommodation and Akron Electric shall have no liability for incomplete, faulty or inaccurate advice, recommendations or assistance, negligent or otherwise.