

Standard Terms & Conditions

1. **ORDERS**

All purchase orders are subject to approval by Power Quality International, LLC. Orders are accepted subject to delays caused by strike, fires, accidents or other causes beyond our control. Cancellation of a purchase order and modifications to a purchase order are subject to extra charges.

2. **SHIPPING**

Product is sold F.O.B. Factory and will be shipped via carrier and route of our choice unless specified by customer. All risk and responsibility is assumed by customer from the time the product is picked up by carrier (which is time of delivery). We recommend that customer place own insurance coverage on product as soon as it is ready for shipment. Before it is packaged, product may be examined by customer in PQI's plant by appointment. It should also be examined on arrival at customer's plant. If any damage occurs in transit, see "Defects", below. To maintain the warranty, customer must follow all instructions carefully.

3. **WARRANTY**

Power Quality International, Inc. warrants to its customer that the product delivered conforms to the specifications and is free from defects in material and workmanship from date of delivery, provided that it has not been misused, abused, neglected, improperly installed or damaged. See specific quotation for Warranty period.

4. **DEFECTS**

If any defect in material or workmanship develops within the warranty period, the customer must, within 24 hours of discovery, notify PQI by fax, phone or telegram (confirmed by letter the same day) and await shipping instructions from PQI. If it is determined that the product is to be returned to PQI, it must be properly repackaged (at customer's cost) and shipped prepaid. No merchandise will be accepted for return unless previously authorized in writing. If it is determined that responsibility is not PQI's, customer must notify the carrier and its insurer immediately and send copies of the claim to PQI. Failure to follow PQI's instruction invalidates the warranty.

5. **LIMIT OF LIABILITY**

PQI's overall liability is limited to the cost of the product or defective part. Under no circumstances will PQI be liable for any indirect or consequential damage, however caused.

6. **ENTIRE CONTRACT**

These Terms and Conditions constitute the entire contract, and there are no representations, agreements, warranties or conditions, expressed or implied, statutory or otherwise effecting the product other than as set out. No representative has authority to make any changes. The customer has accepted the terms and conditions thereof and has not requested any changes, which, to be effective, must be received by PQI before the order is begun.