



TERMS AND STANDARD CONDITIONS OF SALE

PAYMENT TERMS—Terms to customers of satisfactory credit are Net 30 days from date of invoice. Purchasers without previous experience with Park (Company) can avoid delays in filling orders by including credit information or references, remitting cash, or by providing a Confirmed Irrevocable Letter of Credit.

Irrevocable Letters of Credit must meet the following requirements:

- 1) The confirming bank must be the bank designated by Park.
- 2) Payment must be in U.S. Dollars.
- 3) All bank charges must be against the Opener's account.
- 4) Letter of Credit "Shipment Date" must be at least 30 days past Park's estimated shipment date.
- 5) Letter of Credit "Expiration Date" must be 30 days after estimated "Shipment date."
- 6) Shipments will be "F.O.B. Shipping Point" and do not include ocean freight, air freight, nor insurance unless specifically identified as part of Parks' written quotation.

MINIMUM BILLING CHARGE—Orders amounting to \$50.00 net, or less, will be billed at \$50.00 plus the transportation charges.

SHIPPING TERMS—All items F.O.B. Detroit, MI with the lowest cost transportation prepaid and absorbed if the shipment is based on a single order of \$1000 net or more which is routed in one shipment to a single destination to any recognized freight station within the United States except Alaska or Hawaii, providing method and routing of shipment are left to the Company's discretion. Orders where the net total is less than \$1000 are shipped F.O.B. Detroit, MI with no transportation allowance.

When the purchaser's shipping instructions require the use of a more expensive method of shipment than lowest cost transportation, the Company will ship collect, with no freight allowance.

No allowance will be made in lieu of freight or cartage if the purchaser accepts the shipment at our factory or Company warehouse.

The transportation costs can in no instance be deducted from the selling price.

If a shipment is directed by the customer to one destination, and thereupon forwarded at his request, such reforwarding charges will be paid by the customer.

When the destination can only be reached by ship, delivery will be made F.O.B. Detroit, MI, with lowest cost transportation prepaid and absorbed to the point from which transfer is made to the ship. Water freight, heavy lift charges, marine insurance and cost of stevedoring are chargeable to the purchaser. These terms apply also for shipments to Alaska, Puerto Rico, Virgin Islands and the Hawaiian Islands.

Renewal parts are priced F.O.B. Detroit, MI, with no transportation allowance.

DELIVERY—Shipping promises are made in good faith; shipping dates appearing on acknowledgements of orders, or given the customer in any other manner, are approximate. Where the customer delays in supplying information necessary to proceeding with the order, the shipment date may be extended accordingly, and determined by the conditions at the Company's factory at the time when the specifications were completed.

The Company shall not be liable for any delay in delivery due to causes beyond its control, such as acts of God, acts of the purchaser, act of civil or military authority, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, delays in transportation, transportation embargoes, or inability due to causes beyond the Company's control to obtain necessary engineering talent, labor, materials or manufacturing facilities. In the event of such delay, the delivery shall be extended for a period equal to the time lost by reason of such delay.

DAMAGE CLAIMS—Great care is taken in packing all apparatus. Therefore after the Company has been given "in good order" receipts by the transportation company, it cannot be held responsible for damage that occurs in transit. All claims for breakage and damage whether concealed or obvious must be made to the carrier as soon as possible after receipt of the shipment.

When apparatus is received in damaged condition, but with the shipping container intact, the customer should make a 'concealed damage' report to the carrier, on the day of delivery.

QUOTATIONS—All written quotations automatically expire unless accepted within thirty days from the date quoted. However, all quotations are subject to change, with or without notice, within this thirty day period.

Verbal quotations expire the same day they are made.

Quotations must list the actual quantities involved to be binding. All stenographic and clerical errors are subject to correction.

PRICE INCREASE—In the event of a price increase, the price of any unshipped portion of an order for control apparatus or renewal parts will be changed to the price in effect at the time of shipment, except that in no case will the amount of increase exceed 10% of the price at which the order was accepted by the Company.

PRICE REDUCTION—In the event of a price reduction, the price of any unshipped portion of an order for control apparatus or renewal parts will be changed to the new and lower price in effect at the time when shipment is made. However, orders already shipped and billed are not subject to price reduction.

CATALOG PRICES—Prices shown in any Park publication are subject to change without notice and are not to be construed as a definite quotation or offer to sell by the Company. Such literature is maintained only as a source of general information, any prices shown therein are subject to confirmation with a specific quotation.

LIMITED WARRANTY AND LIMITATION OF LIABILITIES—The Company warrants that the equipment manufactured by the Company shall be free from defects in materials and workmanship for a period of one year from the date of initial operation, not to exceed eighteen (18) months from date of shipment. The Company and the Purchaser agree that the implied warranties of MERCHANTABILITY and FITNESS FOR PARTICULAR PURPOSE and ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, are EXCLUDED FROM THIS TRANSACTION EXCEPT AS IS SPECIFICALLY SET FORTH HEREIN. Further, the Company and the purchaser agree that the Purchaser's sole and exclusive remedy against the Company shall be for the repair or replacement (at the Company's option) at our factory of equipment proving defective during the warranty period. All replaced equipment or parts shall become the Company's property. This remedy is exclusive and the liability of the Company with respect to the sale of the equipment or anything or anyone in connection therewith, whether arising out of contract, negligence, strict tort or any warranty otherwise, shall not exceed the cost of repair or replacement. The Company will not assume responsibility or accept invoices for unauthorized repairs to its equipment, even though defective, nor will it be responsible for damage to its equipment due to improper installation or through attempts to operate its equipment beyond its rated capacity, intentional or otherwise. THE COMPANY SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS. The sole purpose of the stipulated exclusive remedy shall be to provide the Purchaser with free repair or replacement of the equipment found to be defective in materials or workmanship. This exclusive remedy shall not be deemed to have failed of its essential purpose as long as the Company is willing and able to repair or replace the control equipment in the prescribed manner.

The Company will not warrant equipment manufactured by others. The manufacturer's warranty on equipment manufactured by others and supplied by with the Company manufactured equipment will be that of the equipment manufacturer. In no case will the Company's responsibility be extended to apparatus not of its manufacture.

DEFERRED WARRANTY—A deferred warranty is available by adding 5% to the net price and adopting the following procedure. On equipment of Park manufacture, the standard warranty may be extended for a period of one year from the date of initial operation, not to exceed 42 months from the date of shipment, provided the following provisions have been met:

- 1) A Park installation and service engineer must be retained to inspect the equipment within 30 days prior to initial operation to ascertain that it is in "AS SHIPPED" condition. This inspection will include but not be limited to:
 - a) External inspection to determine that there has been no damage to the equipment.
 - b) Inspection to wiring, coils, contacts, circuit breakers, etc. to determine that there has been no damage caused by moisture.
 - c) Electrical inspection to determine that phase-to-phase and phase-to-ground high potential test cause no insulation breakdown.
- 2) Any corrections indicated by this inspection, resulting from the equipment being stored or idle, must be made. These corrections will be made at customer's expense, including the costs of replacing damaged parts, wire, etc.
- 3) The customer must provide Park with documentation describing corrections made as a result of the above inspection and acknowledging that the control is acceptable for installation.
- 4) The manufacturer's warranty on equipment manufactured by others and supplied with Park manufactured equipment will remain intact. Park will not warrant equipment manufactured by others.

RESPONSIBILITY—Park is not responsible for damage to apparatus due to improper installation or through attempts to operate the apparatus beyond its rated capacity, intentional or otherwise.

PENALTY CLAUSE—No penalty clause of any description, any specification or order, will be effective unless approved in writing over the signature of an officer of the Company.

TITLE—RISK OF LOSS—The product shall remain the personal property of the Company until fully paid for in cash and the purchaser agrees to perform all acts which may be necessary to assure the retention of title to such property by the Company. Risk of loss of the product, or any part of the same shall pass to the purchaser upon delivery of such product or part, F.O.B. Detroit, MI.

CANCELLATION—Any order placed with Park can be cancelled by the purchaser only upon a **minimum** payment of 10% cancellation charges, which shall take into account expenses already incurred and commitments made by the Company, if any.

RETURNED APPARATUS—Authority for return must first be obtained from Park if credit is to be considered. The shipment will be refused unless such authority has been granted.

Only unused apparatus or material currently manufactured by the Company, which has been invoiced to the purchaser within one year of this request to return same, will be considered for return.

Material accepted for return is subject to a minimum service charge of \$55.00 or 10% if the billing invoice is more than \$500.00 net, plus all transportation charges incurred by Park.

Apparatus returned for credit must be carefully packed so as to reach the Company without damage. Any cost incurred in placing the apparatus in salable condition will be charged to the Purchaser by corresponding deduction from the allowed credit.

If the return of apparatus or material is made necessary through some fault of Park, full credit will be allowed, including whatever transportation expense the Purchaser may have had.

CONSTRUCTION—These Terms and Standard Conditions of Sale shall be construed and enforced in accordance with the laws of the State of Michigan and each of the provisions hereof are severable.

TAXES—Prices and charges are exclusive of, and the Purchaser is responsible for, all sales, use and like taxes.

IMPORTANT NOTICE—It is distinctly understood that the information contained in this Terms and Standard Conditions of Sale covers all points in connection with terms and conditions under which Park apparatus is sold. No modifications of, or additions to, the terms outlined herein will be recognized by Park until specifically agreed to in writing and signed by an officer of the Company.



**PARK DETROIT
PARK ELECTRIC
PARK FABRICATING**
POWER DISTRIBUTION SYSTEMS

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