

Steiner Electric Company – Terms and Conditions of Sale



Sale of any goods and/or provision of services, including without limitation, evaluation, repair, engineering, specification and design services, by Steiner Electric Company ("Company") is expressly subject to and conditioned upon the terms and conditions contained or referred to herein, including those set forth on any applicable invoice, packing slip or quotation provided by Company and those contained in any attachments thereto. Any additional or different terms or conditions set forth in customer's purchase order or other documentation will not be binding upon Company, unless specifically agreed to in writing by an officer of the Company. The customer's issuance of an order in response to Company's quotation shall be deemed an acceptance of the terms and conditions of sale herein.

- **PRICES, QUOTATIONS AND PAYMENT TERMS:** Unless otherwise noted, all prices are subject to change without notice. All quotations are limited to thirty (30) days unless stated to the contrary. Prices do not include any present or future sales, use, excise, value-added or similar taxes, which, where applicable, shall be paid by the customer. Deliveries may be subject to a gasoline surcharge. The Company is not responsible for typographical errors. Payment terms are Net 30 days unless expressly stated differently on the invoice or quotation.
- **DELIVERY AND PERFORMANCE:** All deliveries may be subject to a delivery charge. Accommodations for same day delivery may result in a special handling charge. Company shall not be liable for failure to deliver or for delays in delivery or performance. Factory shipping dates given in advance of actual shipment are estimates by the manufacturer and shall not be deemed to represent fixed or guaranteed shipping dates. All dates scheduled for performance of services are not fixed or guaranteed. All shortages, damages and shipment errors must be reported to Company within 5 business days of shipment. Claims of non-delivery must be made within 30 days of invoice. No claims shall be allowed for wire or cable once cut by the customer. Invoices generated for shipments made by Company vehicle or third party carrier, or for pick-up by customer shall be deemed to be evidence of delivery. Other proof of delivery, if available, will be furnished upon request within a reasonable period after delivery. Unless otherwise specified by Company, shipping terms are FOB Company and direct shipments from manufacturers are FOB factory.
- **RETURNED GOODS AND CANCELLATIONS:** No goods may be returned for credit or exchange without Company's Returned Goods Authorization form (RGA). Company will not be responsible for any goods returned without an authorized RGA number. Returned goods must have the RGA number clearly marked on the packaging and be shipped prepaid to Company, unless approved for pick-up by Company. Returned merchandise may be subject to a reasonable handling and restocking charge. All claims for returns must be made within 30 days of shipment. Customer understands and agrees that any order cancelled, returned, or postponed for material that is dedicated, special, or specific to the customer or that is not normally a stocked item and/or quantity ordered exceeds the Company normal on-hand inventory level will be subject to a cancellation, handling, return, or restocking charge of up to 100% of the value as determined by Company. Customer also shall be fully responsible for all goods that are specially designed, modified or manufactured specifically for customer or otherwise not returnable under Company's or manufacturer's return policy, which are on hand at Company, work in process, in transit or on back order.
- **FINANCE CHARGES:** Company reserves the right to charge 1.5% per month or 18% annually on all past due accounts. The customer shall be responsible for all costs of collection incurred by Company, including without limitation lien costs and all attorneys' fees and expenses.
- **ORDERS:** All orders received are subject to initial acceptance by Company and subsequent credit approval. Company may reject any order in its sole discretion. Orders received by facsimile, website or e-mail require written acceptance. In the event of a customer request for a modification or change to specifications, quantity or time of delivery or performance, this will be acceptable only upon written approval by the Company.
- **LIMITED WARRANTY:** Company warrants all products manufactured by it to be free of defects in workmanship and materials when used under normal operating conditions in accordance with

specifications. In the event of a breach of warranty with respect to products manufactured by Company, the sole responsibility of Company shall be to repair or replace at its option any of its products which have been found to be defective within the warranty period. This limited warranty will be invalid with respect to products modified by customer, unless specifically approved in writing by Company. With respect to products manufactured by others and sold by Company, the customer shall be entitled to the benefits and subject to the limitations of any warranty received by Company from the manufacturer, and the sole responsibility of Company shall be to use reasonable efforts to cause the manufacturer to perform the manufacturer's warranty in accordance with its terms. This warranty by Company shall be in effect for a period of 12 months from date of purchase on products manufactured by Company or until the expiration of the manufacturer's warranty for products manufactured by others. Reference herein to products manufactured by Company shall include all products repaired or modified by Company. Products sold by Company are not intended for use in connection with any nuclear facility or activity, or any other hazardous activity, including without limitation in aircraft, missiles, space exploration or other activity where failure of a single component could cause substantial harm to persons or property. If so used, or if such products are used for a purpose for which they are not designed or intended or have been modified by customer without Company's written approval, Company disclaims all liability for any damage, injury or contamination, and customer agrees to indemnify, defend and hold harmless Company against any such liability, and any loss, cost or expense suffered or incurred by Company related thereto, whether as a result of breach of contract, warranty, tort (including negligence), or otherwise.

If Company furnishes advice or other assistance with respect to any product supplied hereunder or any system or equipment in which any such product may be installed, the furnishing of such advice or assistance will not subject Company to any liability, whether in contract, warranty, tort (including negligence), or otherwise. Without limiting the foregoing, Company warrants that its services will be performed in a competent, workmanlike manner. Such warranty shall be limited to a period of ninety (90) days from and after the completion of such services, unless otherwise specified or agreed to in writing by Company. The Company's sole responsibility with respect to such services shall be to repeat performance of such services or credit to customer the original cost of such service in Company's sole discretion.

THIS WARRANTY IS IN LIEU OF ANY OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR USE OR PURPOSE. Further, Company makes no representation or warranty that the products comply with the requirements of the US Occupational Safety and Health Act, the Consumer Products Safety Act, or any other Federal, State or local statute or ordinance or the rules and regulations issued thereunder. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL COMPANY OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, WHETHER FORSEEN OR FORSEEABLE, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT OR REVENUES, LOSS OF USE OF THE PRODUCTS, OR APPARATUS COVERED IN SECTION 12 HEREOF, OR ANY ASSOCIATED EQUIPMENT, DAMAGE TO ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS OR APPARATUS, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWN TIME COSTS, OR CLAIMS OF THIRD PERSONS WHO BUY FROM OR DEAL WITH CUSTOMERS OF COMPANY FOR SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, THE MAXIMUM LIABILITY, IF ANY, OF COMPANY FROM ANY CAUSE WHATSOEVER SHALL BE THE ORIGINAL COST OF ANY DEFECTIVE PRODUCTS SOLD OR SERVICES PROVIDED.

STEINER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE BENEFITS OR PERFORMANCE OF PRODUCTS THAT ARE INTENDED TO CONTROL OR ELIMINATE VIRUSES, BACTERIA AND OTHER PATHOGENS. FOR MORE INFORMATION REGARDING THESE PRODUCTS, THEIR APPLICATIONS, DIRECTIONS FOR USE AND OTHER PRODUCT

INFORMATION, PLEASE REFER TO EACH MANUFACTURER'S WEBSITE. WHETHER A TECHNOLOGY IS EFFECTIVE AGAINST SARS-COV-2 WHICH CAUSES COVID-19, PLEASE REFER TO EACH MANUFACTURER'S WEBSITE FOR FURTHER INFORMATION. CUSTOMER ASSUMES THE RISK THAT THESE PRODUCTS FAIL TO PROVE EFFECTIVE AGAINST SARS-COV-2 WHICH CAUSES COVID-19 AND/OR ANY OTHER PATHOGEN, AND CUSTOMER FURTHER AGREES TO HOLD HARMLESS, RELEASE, AND INDEMNIFY COMPANY FOR ANY AND ALL CLAIMS, DEMAND, AND SUITS SOUNDING IN PRODUCTS LIABILITY AND/OR NEGLIGENCE RELATING TO THE SAME.

- **ACCURACY OF CATALOGS, WEBSITE AND BROCHURES** (Please read the following Disclaimer before using any of Company's catalogs, website and brochures.): The product information, specifications, and descriptions contained in Company's catalogs, website, brochures or other product descriptions have been compiled for the use and convenience of the customers of Company from information furnished by various manufacturers. Company cannot and does not accept any responsibility for the accuracy or correctness of any description, calculations, specification or information contained therein. Company is selling the goods and merchandise illustrated and described therein on an "as is" basis and subject to the warranty terms herein set forth. Due to manufacturers' franchise agreements, all items shown in Company's catalogs, website, brochures or other product descriptions may not be available at all Company's locations. Please consult your Company representative.
- **DISCLOSURE OF INFORMATION:** Any information, suggestions, or ideas transmitted by a customer to Company in connection with products ordered by customer are not to be regarded as secret or submitted in confidence except as may be otherwise provided in writing signed by an officer of the Company.
- **RESTRICTIONS ON RESALE:** Customer represents and warrants that it will not resell, ship or transfer, directly or indirectly, any of the products covered hereby, or technical data applicable thereto, to third parties located in countries to which such resale, shipment or transfer is prohibited by applicable provisions of the United States Export Control Regulations, Trading With the Enemy Act or any similar law or regulation.
- **GENERAL:** Customer's obligation shall be governed by, and construed in accordance with, the internal laws of the State of Illinois, without regard to principles of conflicts of law. Customer hereby irrevocably agrees that all disputes arising out of or relating to these terms and conditions or the goods sold hereunder that cannot be resolved by the parties shall be resolved only by the State or Federal courts located in Cook County, Illinois. Customer hereby irrevocably consents and submits to the exclusive jurisdiction and venue of such State and Federal courts and waives any objection or right to contest said jurisdiction or venue or that any such action or proceeding was brought in an inconvenient court. It is agreed that either party may communicate with the other by electronic means. Each party agrees when electronic communications are used, they are deemed to be the equivalent of written and signed documents. Company shall have the right to set off any sum due to Company from customer against any sum due or to become due to customer from Company; such right of set-off being in addition to and not in lieu of any and all other rights and remedies to which Company may be entitled. To secure full payment for the goods purchased by or delivered to customer, customer grants Company a continuing purchase money security interest in, and a right to repossess, all such goods, wherever located, and customer authorizes the filing of appropriate financing statements, and will from time to time execute such other documents as Company may require, with respect thereto. From time to time, Company may furnish to Customer Safety Data Sheets ("SDS") and/or other information relating to health, safety and environmental data as required by law ("Other HSSE Information") provided by the original manufacturer in connection with certain Products delivered hereunder. It is Customer's responsibility to comply with the requirements and recommendations contained in the SDS and the Other HSSE Information with respect to the handling, use and disposal of such Products as provided therein and to supply Company with such information required by the original manufacturer or its affiliates for compliance purposes.

- **TAXES:** For States where Company is required to collect sales/use tax, Company charges sales/use tax on all Customer's purchases unless furnished with a valid Tax Exemption Certificate. If customer makes a tax-free purchase from Company and it is later determined, by a State or Local Department of Revenue, that the purchase was a taxable purchase, customer shall be responsible and agrees to make payment to Company of the appropriate sales/use tax, along with any applicable interest and penalties that are assessed by the State or Local Department of Revenue. For states where Company is not required to collect sales/use tax, Customer is responsible to report and pay all applicable sales/use tax to their state according to that state's rules. Complete terms regarding sales/use tax can be found at www.steinerelectric.com/taxinfo.
- **REPAIR AND SPECIAL SERVICES:** By delivering possession of customer's motor, generator or other apparatus to Company for evaluation, quotation or repair, or allowing Company to provide any such service or repair at customer's location, or by accepting engineering, design or other services from Company, customer acknowledges and agrees that (a) Company shall not be required to hold, store, care or be responsible for any said apparatus delivered to it for more than ninety (90) days after taking possession thereof, and thereafter Company shall have the right to scrap or otherwise dispose of said apparatus in its possession without liability of any kind after giving customer at least ten (10) days notice of Company's intention to do so and an opportunity to reclaim and receive said apparatus at customer's sole expense and upon payment of all charges owed to Company, (b) Company's maximum liability for any loss or damage to said apparatus while in Company's possession or while Company is providing such services or repair at customer's location shall not exceed the then depreciated cost thereof and Company's liability for losses or liabilities arising out of or related to the services performed or repairs provided shall be subject to all of the limitations set forth in Section 6 hereof, and (c) Company's services and repairs are also subject to all of the other terms, conditions and provisions of the Company's quotation therefore and these Terms and Conditions of Sale. For a current version of our terms and conditions, please call 847.228.0400 or visit www.steinerelectric.com.

Steiner Gift Card terms and conditions can be found at www.steinerelectric.com/gift-card-terms-and-conditions.

STEINER ELECTRIC COMPANY: Corporate Headquarters, 1250 Touhy Ave., Elk Grove Village, IL, 60007-4985. 1-800-STEINER or 847-228-0400. www.steinerelectric.com