

PRICES: Any prices that may be found on our website or other material distributed by us are for general reference only and subject to change or correction without notice and are, therefore, not offered by us as quotations. When definite quotations are necessary, please call, write or consult our sales representative or customer service department.

ORDERS: All orders are subject to our acceptance as well as availability of product. When ordering, please give the quantity, catalog number, brand name and description of the product required. In the absence of specific instructions from you, we shall use our best judgment in selecting a means of routing. Unless otherwise quoted, the customer will be responsible for delivery costs.

SHIPMENTS & CLAIMS: Goods are sold F.O.B shipping point unless otherwise specifically stated by us. The buyer must note any shortages or damages on the delivery receipt, and then request the delivering carrier to make an inspection. A claim must be filed on the carrier without delay. Claims for concealed loss or damage must also be handled immediately upon discovery. While we do not assume any responsibility for such claims, we will provide reasonable assistance to help you bring about settlement with the transportation company.

PAYMENT TERMS: Shipments will be made in accordance with our standard payment terms to customers who have established credit. Our standard payment terms are separately published and are available upon request. We reserve the right to refuse credit.

WARRANTIES: Most of the products we sell are brand new and obtained directly from the manufacturer. On occasion and generally at the customer's request or when a needed product is no longer manufactured, we may sell a product that is used and possibly reconditioned, remanufactured or refurbished. Moreover:

When we sell brand new product, we warrant that the goods sold are free of any security interest or other lien and will in addition make available to you all transferable warranties made to us by the manufacturers of the goods. Allen makes no other express or implied warranties and specifically makes no implied warranties of merchantability or fitness for purpose.

When we sell used product, we will advise the customer of this in both our quotation and invoice. We will warrant that the goods sold are free of any security interest or other lien. We will not make any representation as to the availability of any manufacturer's or third party warranty. In the event our vendor (the used product purveyor/refurbisher) offers a transferable warranty, we will make that warranty available to you. Your purchase of used product shall be at your own risk. Allen makes no other express or implied warranties and specifically makes no implied warranties of merchantability or fitness for purpose.

LIMITATION OF LIABILITY: Allen's liability shall be limited to either the replacement of the goods or refund of the purchase price and in no case shall Allen be liable for incidental or consequential damages.

RETURNED GOODS: Material may not be returned without our prior authorization. Where we give return shipping instructions, they should be carefully followed. We reserve the right to refuse unauthorized returns, to assess restocking charges as well as inbound and outbound freight charges, and to refuse credit totally depending upon circumstances.

CANCELLATIONS: Cancellation of orders for non-stock or special order product may result in cancellation charges. Some factories may impose as much as a 100% cancellation charge depending upon the circumstances.

RESPONSIBILITY: Product information contained on our website or in our catalog is derived from publications of the product manufacturers. This information is necessarily based upon approved code installation and use under proper working conditions. We assume no responsibility by reproducing such information, and in no way do we give a guarantee, expressed or implied, on any product.

PRE-PRINTED TERMS: We do not automatically agree to terms and conditions pre-printed on your purchase order. If an acknowledgement of your Purchase Order is signed and returned by one of our employees, the acknowledgement is limited to the bill of material. Terms and conditions can only be modified in writing and by an officer of the company.

FORCE MAJEURE: The Company shall not be liable for loss or damage caused by any delay or failure to perform resulting in whole or in part from Acts of God, severe weather conditions, labor disruptions, governmental decrees or controls, insurrections, war, risks, shortages, inability to procure or ship product, inability to obtain permits and licenses, insolvency or other inability to perform by the manufacturer, delay in transportation, any other commercial impracticability and or any circumstances beyond the control of the Company in its business operations.

ARBITRATION: Any dispute other than a collection matter regarding interpretation or enforcement of any of the parties' rights or obligations under any transactions between the buyer and Allen Electric Supply Co shall be resolved by binding arbitration according to the rules of the American Arbitration Association in the County of Wayne, State of Michigan. The parties irrevocably submit to personal jurisdiction of any State court in the County of Wayne or the United States District Court for the Eastern District of Michigan, in any action or other legal proceeding to enforce any award made by the arbitrators. The arbitrators may award attorneys fees to the prevailing party in any arbitration proceeding. All costs and expenses of the arbitration, including actual attorney's fees, shall be allocated among the parties according to the arbitrator's discretion. The arbitrator's award may be confirmed and entered as a final judgment in the courts noted above and enforced in accordance with the arbitration statutes of the State of Michigan. Proceeding to arbitration and obtaining an award there under shall be a condition precedent to the bringing or maintaining of any action in any court with respect to any dispute arising under such transactions.

GOVERNING LAW: All transactions between the customer and Allen Electric Supply Co. shall be governed by and construed in accordance with the internal laws of the State of Michigan applicable to agreements made and to be performed entirely within that State, without regard to the conflicts of laws principles of Michigan.

QUOTATIONS: The following additional terms and conditions are hereby made a part of all quotations (written and verbal) issued by us unless specifically modified or deleted within a specific written quotation:

1. This quotation covers only the items and quantities listed and is based upon our interpretation of the plans and specifications. We do not warrant the accuracy of quantity counts or the bill of materials.
2. The shipping dates contained herein are approximate and are not within our control. Although we will work with our vendors in an attempt to meet these delivery dates, we assume no liability for delivery delays of any kind.
3. Any quantity, specification, architectural or engineering changes will subject this quotation to revision.
- 4a. For Wire, Cable, Cord, Conduit, Strut and Raceway Products: This quotation is firm only for immediate acceptance and delivery unless otherwise specified.
- 4b. For Other Products: Unless otherwise specified, this quotation is firm for acceptance only within 30 days from date hereof, provided the material is to be released within 90 days from date hereof. Hold-for-release orders may be subject to price increases.
5. This quotation does not include any applicable taxes.
6. On releases of accessories such as anchor bolts and plaster rings and on partial releases of material that do not meet the manufacturer's minimum requirements for freight allowance, freight costs will be charged to the customer.
7. All items are quoted FOB shipping point, freight prepaid & charged, unless otherwise stated.
8. Your order will be subject to credit approval at the time it is received by us.
9. Our Standard Payment Terms apply.