



Terms and Conditions

This is a solicitation for an offer to set up an account with Electrical North, Inc. (together with its employees, owners, managers, agents, officers, assigns, affiliates and subcontractors, "ENI") for industrial electronic repairs, ac/dc motor sales and repairs, and sales of any other new industrial electronic equipment. Any potential purchaser of any such goods and services (together with its employees, owners, managers, agents, officers, assigns, affiliates and subcontractors, "Customer") is subject to the terms and conditions set forth in this document. Any purchase order issued by customer that is inconsistent with the provisions of this document is superseded by the terms and conditions set forth herein. The issuance of a purchase order by Customer constitutes an acknowledgement that the terms and conditions set forth herein are the sole terms and conditions under which Customer shall purchase repairs, motors, new sale items and service call services described herein from ENI, and, if any purchase order is accepted by ENI, the terms and conditions herein shall constitute the entire and sole agreement between ENI and Customer. The provisions of this document may be modified at any time, and from time to time, by ENI in its sole discretion, and Customer shall be deemed to have notice of any such modifications as of the time ENI posts a modified version of this document on its website.

Payment Terms

All invoices are on open account unless otherwise agreed in writing by ENI, and are due and payable as provided herein. Subject to credit approval and unless authorized in writing by ENI, all charges for repairs and new items, transportation charges, insurance costs and taxes shall be due and payable upon Customer's approval of repair. Timely payment is of the essence of any agreement between ENI and Customer. Any failure by Customer to pay as provided herein shall be a material breach of such agreement and shall entitle ENI to pursue any remedies available at law or in equity. ENI may, in its sole discretion, extend credit to Customer upon terms to be determined on a case-by-case basis.

Customer shall reimburse ENI for all costs, including actual attorney fees, incurred in any efforts to collect amounts due hereunder. Unpaid accounts shall be subject to a service charge of up to 1.5% per month on any outstanding balance, or the maximum allowed by law, if a lesser amount.

In the event Customer authorizes ENI to charge amounts due hereunder to a credit card and such charges are rejected for any reason by the customer's credit card provider, Customer authorizes ENI to continue to attempt to secure payment through that credit card so long as any unpaid balances remain on customer's account.

Any check returned unpaid to ENI shall be subject to a \$40.00 returned check fee.

ENI requires an exemption certificate for the State in which the repairs, motors and new items are to be used in order to demonstrate Customer's exemption from Indiana sales/use tax.

Cancellations

No repair order, motor order or sale order may be cancelled or rescheduled without ENI's written consent, which may be withheld, or subject to conditions set, in ENI's sole discretion. All cancelled or rescheduled orders are subject to the following charges, labor already performed as a result of Customer's approval of repair; cost of parts/materials; freight charges or restocking charges incurred by ENI from ENI's vendors as a result of Customer's cancellation.

Excusable Delays

ENI shall not be liable for nondelivery or delay in performance if such delay is caused, directly or indirectly, by, or in any manner arises from, any circumstances beyond ENI's control, including, without limitation, delay or failure to deliver by ENI's suppliers, fires, floods, accidents, riots, war, acts of god, governmental interference or embargoes, or shortage of labor.

Alterations

ENI shall not be liable for any alteration performed by customer on any repairs, motors, or new sale items, or any malfunctions, product loss or time/or profit loss incurred by Customer which is due in whole or in part to such alteration.

Limited Liability

ENI warrants its repair work for a period of one year from the date of service. This warranty applies only to defects in either (i) the labor performed on the item in question or (ii) any replacement parts used by ENI in the repair, and does not extend to any parts not replaced by ENI. With respect to the sale of any new item, ENI shall assign to Customer the warranty extended by the manufacturer of such item. ENI does not make, and hereby disclaims, any further warranty. In furtherance and not in limitation of the above, **ENI HEREBY MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OF TITLE, OR OF NONINFRINGEMENT OF THIRD PARTY RIGHTS.**

Use of the product by a user is at Customer's risk. Under its warranty, ENI's sole obligation shall be (a) to apply either (i) a Cash Refund of 30% or (ii) a 50% credit, of quoted repair cost (not to include any fees for treating the repair as a "Rush", or "Expedite" repair), or (b) to repair or replace the defective product. ENI shall elect among these remedies in its sole discretion. No warranty will be honored for unpaid repairs. **ENI shall in no event be responsible for any damages, including, but not limited to, any special, direct, indirect, incidental, exemplary, or consequential damages, expenses, business interruption, lost profits, savings, business information, or any other damages arising out of any repair services, on-site services, or remanufactured goods.**

ENI insures packages only up to the price of the repair. In the event that the item to be repaired is lost or stolen, ENI shall only be liable for the price of the repair of the specific unit.

NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, ENI MAKES NO WARRANTY OF ANY KIND OR NATURE WITH RESPECT TO TOUCH SCREENS AND/OR TOUCH PADS.

Rush & Expedited Fees

ENI's target turnaround for Rush Service is next on bench, and Expedited Service is 5 to 10 business days. This time frame is dependent on part availability. ENI shall have no liability for failure to meet those targets. Rush Fees and Expedite Fees, once approved, are not refundable.

The provision of this document, and any dispute arising between the parties hereto, shall be governed by the internal laws of the State of Indiana and shall be adjudicated in courts located in Allen County, Indiana.

Signature _____ Date _____

Company _____