



Vector Controls LLC Standard Terms and Conditions of Sale and Warranty

General

Until otherwise arranged in writing the following conditions are valid. The terms stated in this Agreement take precedence over any conditions, which may appear on a standard order form of the Buyer and no such contradictory provisions or conditions, if any, of such form, except as expressly stated herein, shall be binding. Notice of objection to any additional or different terms or conditions is hereby given.

Price

Our prices are net, F.O.B. Vector Controls LLC according to individual sales agreements. Delivery costs will be charged at cost. We are entitled to make partial deliveries, when necessary, which can be invoiced separately. Packing for normal consignments is included in the price. Wooden crates, pallets, etc. will be charged separately. Wiring diagrams, installation and commissioning are not included in our prices. The prices do not include tax of any type or custom duties and similar tariffs and fees, which may now or hereafter be applicable to, measured by, or imposed upon or with respect to the transactions described herein, the Products, the sale of the Products, their value, or their use, or any services performed in connection therewith. Buyer agrees to pay or, at Vector Controls LLC option, reimburse Vector Controls LLC for any such taxes and charges which Vector Controls LLC or its subcontractors, suppliers or affiliates are required to pay.

Payment

Invoices are payable according to agreed terms without any deductions. If, in the judgment of Vector Controls LLC, the financial condition of Buyer, at any time during the manufacturing period or at any time before the applicable Products are shipped to Buyer, does not justify the terms of payment specified, Vector Controls LLC may require full payment in advance. Payment is not affected by the date of receipt. An interest charge of 2% per month will be included on all overdue payments. Shipments for new orders and warranty replacements will not be made if invoices are not paid within 45 days.

Title and Risk

The Products shall remain the personal property of Vector Controls LLC until paid for in cash, and Buyer agrees to perform all acts which may be necessary or appropriate to perfect and assure the retention of title in Vector Controls of all of the Products until such point in time; however, risk of loss shall pass to Buyer upon delivery of such product or part, F.O.B., point of shipment. Vector Controls LLC liability for damage in transit or delay ceases when shipment is accepted by the carrier. Dealer should immediately inspect each shipment and if there is evidence of loss or damage during transit, should file a claim against the carrier. Vector Controls LLC may assist with such claims, but will not accept any responsibility for the claims. Any adjustments in such cases are between the Dealer and the carrier.

Damage or Loss in Transit

Vector Controls LLC shall not be liable for failure to perform or for delay in performance due to fire, flood or other natural cause, strike or other labor difficulty, act of any governmental authority or of Dealer or its agents or customers, riot, embargo, car shortage, wrecks or transportation delays or failure, inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or due to any other unforeseen circumstance or cause beyond its reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time for completion shall be postponed by such length of time as may be reasonably necessary to compensate for the delay.

Delivery Time

We undertake to make every endeavor to adhere to our delivery promise(s), but do not accept cancellation of contract or liability for any direct or indirect losses which may arise, for any reason whatsoever, due to our failure to adhere to such promise(s).

Return of Goods

Goods received by the Buyer cannot be returned unless previously agreed upon with Vector Controls LLC. Shipping costs to return products are to be paid by the Buyer. Only unused goods in original packaging as determined by Vector Controls LLC will be accepted. Returns of goods are only accepted within 10 calendar days of the shipment from Vector Controls LLC. The request must be received in writing. An overhead charge of 15% of the invoice value excluding shipping charges will be deducted. Goods are to be returned to Vector Controls LLC. For warranty claims, please see Warranty and Return of Defective Units below.

Warranty

We undertake to replace or repair free of charge, any part or parts of equipment, which may develop defects, caused through faulty material or workmanship within 18 months from the date of delivery. The consequences of ordinary wear and tear, damage due to negligence or improper use, or other causes beyond our control are excluded from this guarantee. This guarantee shall be null and void should the Buyer or any other persons modify or repair any part of our equipment. In the event of a breach of this warranty, Vector Controls LLC sole responsibility shall be to furnish a replacement part, F.O.B. Vector Controls LLC, or, at the option of Vector Controls, to repair the defective part. Vector Controls LLC hereby excludes all implied warranties of merchantability and fitness and all other express or implied warranties whatsoever with respect to the products. In no event shall Vector Controls be liable for loss of profit, loss of production, loss of business or goodwill, liability of Buyer or ultimate user to others, increased or uncovered operating or fixed costs, inefficiency, theft or any other consequential or indirect or remote damages in any manner directly, or indirectly, related to design, manufacturing, supply or use of the Products or any other act or failure to act by Vector Controls LLC or its agents or contractors. All products are designed for use ONLY as operating controls. Where an existing control failure would result in personal injury and/or loss of property including property damage, it is the responsibility of the Buyer to add any devices (safety, limit controls) or systems (alarm, supervisory) that protect against, or warn of, control failure.

Returning of Defective Units

Return authorization must be obtained from Vector Controls LLC prior to the return of any defective Products. All unauthorized returns will be refused and returned to Buyer. All returns must be made with transportation prepaid by Buyer. Vector Controls LLC examination of such Products must disclose to its satisfaction that defects exist and have not been caused by misuse, neglect, improper installation, repair, alteration, or accident before replacement is made or credit issued.

Proper Law and Jurisdiction

This contract is and shall be deemed to have been made in Connecticut USA, and shall in all respects, be governed by Connecticut state and USA federal laws. For any dispute resulting from the implementation and application of this contract, the place of jurisdiction are the courts based in Connecticut, USA.

▲ Sensors & Controls

Vector Controls LLC, 17 Francis J. Clarke Circle, Bethel, CT 06801
203-749-0883, info@vectorcontrols.com, www.vectorcontrols.com