

Indelac Controls, Inc.

6810 Powerline Drive - Florence, KY 41042
Telephone: (859) 727-7890
Toll Free: (800) 662-9424
Fax: (859) 727-4070

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone #: _____ Fax #: _____

E-Mail Address: _____ Web Address: _____

Type of Business: _____ Year Established: _____

OWNERSHIP

	<u>Name</u>	<u>Title</u>
1)	_____	_____
2)	_____	_____
3)	_____	_____

Federal Tax ID #: _____ Business License #: _____ Corporation: _____

Dun & Bradstreet #: _____ SIC Code: _____ Partnership: _____

Individual: _____

TRADE REFERENCES

	<u>Company Name & Address</u>	<u>Telephone & Fax Numbers</u>	<u>Contact Person</u>
1)	_____	Phone: (____) _____ Fax: (____) _____	_____
2)	_____	Phone: (____) _____ Fax: (____) _____	_____
3)	_____	Phone: (____) _____ Fax: (____) _____	_____

BANK REFERENCE

<u>Bank Name & Address</u>	<u>Contact Person</u>	<u>Phone #</u>	<u>Fax #</u>
_____	_____	_____	_____
Checking Acct #: _____			

My signature authorizes Indelac Controls, Inc. to receive credit information on the above listed accounts for the purpose of opening a credit account.

signature title date

TERMS AND CONDITIONS

INTRODUCTION:

The subsequent terms and conditions are an integral and complete component of every purchase order accepted by Indelac Controls, Inc., ICI. It is understood that these terms and conditions are incorporated in each contract to purchase ICI products whether they are included in the customer purchase order or not.

SALE PRICE:

All prices are based on ICI's current list price sheet at the time of the purchase order. Acknowledged prices are in US currency and shall be paid in US currency. ICI reserves the right to change prices as deemed necessary without notice. All prices are FOB ICI's factory unless otherwise stated in writing.

PAYMENT TERMS:

ICI accepts VISA, Master Card and American Express credit cards for payment unless other terms have been agreed upon in writing.

OPEN ACCOUNT:

Payment is due within thirty (30) days of shipment. ICI reserves the right to cancel and refuse to complete buyers purchase order if, in our opinion, buyer has not established credit to meet the agreed upon payment terms.

A 1.5%/month/day late fee will be assessed to all past due accounts retroactive to the first day of billing until date payment is received. Late charges will accrue on unpaid monthly balance on a daily basis, which includes shipping and tax charges.

Should an account go to collections the buyer shall be responsible for all attorney fees and interest charges incurred.

CANCELLATION:

Orders that are canceled after five (5) working days of the date the order was placed shall be subject to a ten percent (10%) cancellation fee. Orders with special designs, features or options **may not be canceled**. Orders that have been shipped as a result of the buyers purchase order are not subject to cancellation or return.

DELIVERY:

ICI shall exert its best effort to meet the scheduled delivery date in accordance with the purchase order. However, all delivery dates are approximate subject to many variables. They are stated in good faith to the best of our ability at the time of the order and commensurate with foreseeable scheduling. ICI will not assume responsibility or liability for loss or damage of any kind what so ever resulting from ICI's non-performance or delayed performance in shipment and delivery of equipment for any reason what so ever.

SHIPPING:

Truck shipments will be shipped freight collect. Overnight shipments such as UPS Red, Federal Express, etc. shall be collect/third party billing using customers account number.

SHORTAGES & DAMAGED SHIPMENT:

Any claims of shortages must be made in writing to ICI within five (5) working days of receipt of equipment. Any claims of damage must be reported to the delivering carrier immediately, all shipments within the United States of America are FOB our factory.

RISK OF LOSS: Upon delivery by ICI to a carrier for shipment of equipment to buyer, risk of loss shall pass to the buyer. Therefore, the carrier shall be considered to be acting for and on behalf of the buyer and terms of payment for the equipment shall not be affected by damage to, destruction of or loss of the equipment sold.

TITLE:

Title shall remain with ICI until the equipment has been paid for in full.

TAXES:

Prices do not include sales, use, excise property or any taxes that may arise out of the sale of or related to the sale of the equipment. Buyer shall indemnify and hold ICI free and harmless from and against the imposition and payment of such taxes, whether or not they are included in the invoice for the actuator or control shipped. ICI, at its option, may at any time separately bill buyer for any taxes not included in the original invoice and buyer shall pay said taxes, or in lieu of, provide ICI with a tax exemption certificate.

LIMITED WARRANTY:

ICI (the company) warrants for a period of twelve (12) months from the date of shipment it will repair or replace, at its option, any of its products that prove to be defective in material or workmanship. This warranty **does not** cover damage resulting from causes such as abuse, misuse, modification, tampering or failure due to the severity of the application (i.e. excessive temperature). Furthermore, this warranty does not cover spring return actuators that are powered to one position (open or closed) and allowed to spring to the opposite position during normal operation. The recommended method of operation is to power the actuator to both open and close positions. Spring return actuators allowed to spring to the fail position as the normal mode of operation are covered by a **90-day warranty** from date shipped.

The warranty is extended only to the immediate purchaser of the company's products and is not transferable. To obtain service under this warranty, the purchaser shall first acquire a return authorization from the company. The product shall be returned to the company's factory freight prepaid for evaluation. If it is determined that the unit did fail due to defective materials or faulty workmanship the unit will be repaired or replaced as deemed appropriate. The unit will be returned to the purchaser via ground freight prepaid. In the event that the purchaser desires airfreight the company will pay the ground portion of the freight charge and the purchaser shall pay the difference.

This warranty is in lieu of all other obligations, liabilities or expressed warranties. Any implied warranties, including any implied warranty of merchantability, are hereby expressly excluded. In no event shall the company be liable for special, incidental or consequential damages arising in connection with the use of its products, or for any delay in the performance of this warranty due to causes beyond its control.

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Name of Principal: James L. Robinson, President / Owner

Contact Information:

Sales	Debbie Voges	dvoges@indelac.com
Sales	Matt Robinson	mrobinson@indelac.com
Sales	Talbot Caywood	tcaywood@indelac.com
President	Larry Robinson	lrobinson@indelac.com
Shipping	Malissa Mullins	mmullins@indelac.com
Purchasing	Jason Robinson	jrobinson@indelac.com
Accounting	Kelley Carter	kcarter@indelac.com

Federal ID #: 61-1130011

State License &
Tax Exemption #: 147813

Physical, Mailing
& Remit Address: 6810 Powerline Drive
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Terms of Sale: Net 30 days

Return Policy: No returns will be accepted without a prior written return authorization being issued. A copy of the RGA form must accompany the return. This enables us to track the return through our system.
