

Vol Power Sales Terms and Conditions of Sale

****PURCHASE ORDERS:**

1. Quoted prices and terms of sale are subject to credit approval.
2. A written confirming purchase order is required before orders can be processed.
3. Please place your order as listed above.
4. Vol Power Sales Terms and Conditions supercede customer terms and conditions when purchase order is accepted for processing.

**** PAYMENT TERMS AND CONDITIONS:**

1. Standard payment terms are 1% 10th, net 30 days.
2. Title to goods, and freight costs, are FOB: Origin. Losses and damages during shipment are the responsibility of the buyer. FOB Terms may be changed at an additional cost.
3. In the event of an invoice or shipment error, notification is required within 30 days from shipment. Failure to notify within 30 day period will identify customer's acceptance.
4. Terms may not be changed without written consent of Vol Power Sales.
5. A service charge of 1-1/2% per month applies to all outstanding, overdue balances.

**** ORDER CHANGES OR CANCELLATIONS:**

1. All products classified as non-stock or non-returnable by our suppliers shall be non-cancellable and/or subject to a 100% restocking charge.
2. Requests to cancel existing orders, change quantities, or reschedule shipments require written notification and will be evaluated based on manufacturer's policies.
3. Standard products may be returned for credit only with prior, written authorization and may be subject to a restocking charge.

**** WARRANTY:**

1. Vol Power Sales makes no warranty whatsoever; the only warranty, if any, for components and parts is that of the manufacturer. Generally, manufacturer warranties cover repair or replacement of the components at the manufacturer's discretion for a limited period of time.

**** LIMITATION OF LIABILITY:**

IN ALL CASES, BUYER SHALL BE LIMITED IN ITS DAMAGES TO REPAIR, REPLACEMENT, CREDIT, OR REFUND OF THE MONEY PAID FOR THESE SERVICES AND PRODUCTS, AT VOL POWER SALES SOLE OPTION AND ELECTION. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR LOST PROFITS, COST OF PROCUREMENT OR SUBSTITUTE GOODS, OR ANY OTHER SPECIAL RELIANCE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY WHERE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

DISCLAIMER OF LIABILITY & DISCLOSURE LIMITATIONS:

1. This document contains design and manufacturing information which is the sole property of Vol Power Sales. This information is confidential and proprietary and may not be disclosed, copied, reproduced, distributed, or used for any unauthorized purpose without the expressed written consent of Vol Power Sales, Inc.

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