

**Applicable Terms and Conditions** These terms and conditions of sale establish the rights, obligations, and remedies of customer ("Buyer") and Nema Enclosures Manufacturing of Texas, LLC ("Nema Enclosures") that apply to any order issued by Buyer for the purchase of Nema Enclosures' products and/or services ("Products"). No additional or different terms or conditions, whether contained in Buyer's purchase order form or in any other document or communication pertaining to Buyer's order, will be binding on Nema Enclosures unless accepted in writing and signed by an authorized representative of Nema Enclosures. Nema Enclosures expressly objects to and rejects any additional or different terms and conditions. Should any term or provision of these conditions be held by a court of competent jurisdiction to be invalid, void or unenforceable to any extent under applicable law, the validity of the remaining terms under this contract of which these conditions form a part ("Purchase Order") shall not fail by reason thereof but shall be construed in the same manner as if such term or provision had not appeared herein.

**Acceptance of Order** Acceptance of any Purchase Order is subject to credit approval and acceptance by Nema Enclosures. If Buyer fails to comply with these terms and conditions of sale or if Buyer's credit becomes unsatisfactory to Nema Enclosures, Nema Enclosures reserves the right to terminate the Purchase Order upon notice to Buyer and without liability to Nema Enclosures. All first-time purchases by the Buyer, and all orders wherein Buyer has been put on credit hold, are subject to a Credit Card first order shipment policy. Credit Terms cannot be established with Nema Enclosures until references are verified and authorized by Nema Enclosures. Nema Enclosures' Project Managers will design all Production drawings in-house, based upon customer specifications, drawings, and expectations. These Production drawings will be sent to the customer for approval ("Approval Drawings"). Production is initiated by customer Approval Drawings; delivery date is contingent upon Buyer's signed Approval of Drawings.

**Prices** Unless otherwise quoted, prices shall be those published and in effect at time of shipment. Prices are subject to change without notice. Any change in quantities, partial release, or destination may incur a price adjustment.

**Damage or Loss in Transit** Delivery of Products to a carrier from Nema Enclosures' facilities or other shipping point shall constitute delivery. Regardless of freight payment, all risk of loss or damage in transit shall pass to Buyer at time of delivery. Nema Enclosures will assist Buyer in securing satisfactory adjustment of such claims if notified within 15 days of receipt. Terms are F.O.B. Origin Nema Enclosures shipping facilities, 1118 Pleasantville Dr., Houston, TX 77029.

**Confidentiality of Data** All engineering data, design information, engineering and Production drawings used in the completion of this order is considered confidential information and will become the property of Nema Enclosures, whether provided by the customer or created in-house. No information will ever be shared with others outside of Nema Enclosures, and any request to view your data must be made in writing and approved by an authorized representative of Nema Enclosures.

**International and Proforma Invoice Orders** Payment is required in full before the order can be released for production. Proforma orders are considered a 'Hold for Confirmation' until a payment is received. Nema Enclosures must approve if a 50% deposit can be received to process order into production.

**The Privilege of Net 30** terms is offered to customers who have submitted satisfactory credit references for second and subsequent orders. Net 30, according to our interpretation, means payment is due, in our office,

30 days from the date of invoice. Any variation from our published terms must be requested in writing. All requests must be acknowledged by Nema Enclosures to be honored. We do not charge past-due fee but future orders will not be released for production/shipment until all past due outstanding balances are paid in full and received in our accounting department. Should it be necessary to refer the account balance to a licensed collection agency or attorney for legal action, all subsequent charges and legal fees shall be paid by the applicant.

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**Acceptance of Products** Acceptance shall occur, if not before, when Buyer fails to reject within five (5) business days after delivery of the Products. Buyer may rightfully reject only when a reasonable inspection shows that the Products fail to conform substantially to the customer-signed Approval Drawings for the Products. Buyer waives any right to revoke acceptance. Buyer's remedies for any nonconformity detected after acceptance are limited to those expressly provided in these terms and conditions for breach of warranty.

**Delay in Delivery** The Buyer shall not hold Nema Enclosures responsible for any delay or any damages suffered by the Buyer by reason of any delay due to fires, strikes, riots, Acts of God, priorities, government orders or restrictions, delays in transportation, delays by suppliers of materials or parts, inability to obtain suitable and sufficient labor, or other unavoidable contingencies beyond the control of Nema Enclosures. In no case shall Nema Enclosures be liable for any consequential or special damages arising from any delay in delivery. In the event of such delay, the shipping date shall be extended for a period equal to the time lost by reason of such delay.

**Warranty and Limitation of Liability** Nema Enclosures warrants all Products manufactured by it to be free from defects in materials and workmanship for a period of one (1) year from the date of shipment from its Production facility. If, within such period, any such Products shall be proven to Nema Enclosures' satisfaction to be defective, then and in that event, such Products shall be repaired or replaced at Nema Enclosures' option. Such corrections or replacement of defective Products shall constitute a fulfillment of all liabilities in respect to such Products.

Any claimed defects with Nema Enclosures Mfg. Products must be reported within the warranty period and warranty may be subject to inspection by Nema Enclosures Mfg. All warranty inspections are to be performed at Nema Enclosures Mfg. facility unless within a 50 mile radius. No Products are to be returned without written authorization by Nema Enclosures. In the event Nema Enclosures requires an in-house inspection and/or agrees to accept the return, there MUST be

accompanying documentation in the form of a Return Merchandise Authorization or a Purchase Order for rework. Buyer shall ship with shipping charges paid by the Buyer to Nema Enclosures Mfg. facility. After inspection by Nema Enclosures Mfg. a quotation of proposed work required will be sent to the Buyer. Nema Enclosures Mfg. shall be liable only to replace or repair, at its option, free of charge, Products which are found by Nema Enclosures Mfg. to be defective in material or workmanship, and which are reported to Nema Enclosures Mfg. within the warranty period as provide previously. This right of replacement shall be Buyer's exclusive remedy against Nema Enclosures Mfg. Shipment of repaired or replaced products from Nema Enclosures Mfg. facility shall be ex-works or FOB/FCA Nema Enclosures Mfg. facility.

IN NO EVENT SHALL NEMA ENCLOSURES BE LIABLE FOR ANY SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES, INCIDENTAL DAMAGES, STATUTORY DAMAGES, EXEMPLARY OR PUNITIVE DAMAGES, LOSS OF PROFITS, LOSS OF REVENUE, LIQUIDATED DAMAGES, OR LOSS OF USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. NEMA ENCLOSURES' LIABILITY SHALL BE LIMITED EXCLUSIVELY TO REPLACING OR REPAIRING WITHOUT CHARGE, AT ITS FACTORY OR ELSEWHERE AT ITS DISCRETION.

Buyer, by Acceptance of Products, assumes any and all liability for any damages which may result from its intentional or negligent use or misuse by the Buyer, its employees, or third parties. Nema Enclosures makes no warranty (express, implied or otherwise) with respect to any defect, failure, deficiency, or error which is:

- Not reported to Nema Enclosures within the applicable warranty period set forth herein; or
- Due to misapplication, modification, disassembly, abuse, improper installation by others, abnormal conditions of weather, temperature, dirt, or corrosive matter; or
- Due to operation, either intentional or otherwise, above rated capacities or in any other improper manner

This warranty shall be void if product specifications provided by Nema Enclosures Mfg. facility are not followed concerning methods of installation, operation, usage, storage or exposure to harsh conditions (including, but not limited to, temperature and humidity levels outside the approved ranges).

Under no circumstances will credit be allowed for unauthorized rework on any materials. A deduction will be made from credits issued on all returned material to cover costs of handling.

#### Warranty Requirements:

- Warranty coverage requires proof of purchase documentation (invoice or packing slip).
- All returns require pre-approval.
- All returns must be clearly marked with the RMA number on the outside of the package for identification.
  - Shipments received without an RMA number will be refused.
- Collect shipments will not be accepted.
- All components must be removed from product unless fabricated by Nema Enclosures.
- Goods must be returned with adequate packaging to ensure that they are not damaged in transit.
  - Nema Enclosures Mfg. disclaims any responsibility for goods packaged in such a way that they are likely to be damaged in transit.

- We recommend for the customer to obtain delivery confirmation and a tracking number for shipment for proof of delivery.
  - Insurance is highly recommended, but is optional, and may allow the customer to file a claim in the event of a lost or damaged shipment.
- Nema Enclosures Mfg. is not responsible for any local customs charges. Customer is responsible for the cost of shipping the product to Nema, including any import duties.
- Email a copy of the RMA Acknowledgement with the tracking information and estimated date of arrival to the Nema Quality Team at [quality@nemaenclosures.com](mailto:quality@nemaenclosures.com)

**Returns/Rework/Corrections** All sales are final, items built are custom and nonrefundable. In terms of warranty returns for rework, refer to Warranty Requirements. No Products are to be returned without written authorization by Nema Enclosures. In the event Nema Enclosures agrees to accept the return, there MUST be accompanying documentation in the form of a Return Merchandise Authorization or a Purchase Order for rework. Buyers that send Products to Nema Enclosures without one of these documents are subject to a delay in processing their return of up to 5 business days. Outside services or corrections to be performed by Nema Enclosures shall be limited geographically to a 50-mile radius of the Nema Enclosures facilities. In no event shall Nema Enclosures be liable for any damages to Buyer's property resulting from repairs or corrections to the Products while made at Buyer's location.

**Corrections and Changes** All clerical errors are subject to correction. Any changes or corrections will be made accordingly, and revised copies will be put into circulation.

NO TERMS AND CONDITIONS OTHER THAN THOSE STATED HEREIN, AND NO AGREEMENT OR UNDERSTANDING, IN ANY WAY PURPORTING TO MODIFY THESE TERMS OR CONDITIONS, SHALL BE BINDING ON NEMA ENCLOSURES WITHOUT WRITTEN CONSENT BY AN AUTHORIZED REPRESENTATIVE OF NEMA ENCLOSURES.