

# GENERAL TERMS

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MINIMUM ORDER: \$150.00

PRICING AND ORDERING INFORMATION:

1. Quotation numbers must be referenced on POs and include the quoted prices to receive quoted discounts. Failure to include this information will result in orders invoiced at standard prices.
2. Orders for special products not appearing in our catalogs or price sheets may be shipped and invoiced 10% above or below the quantity on the order due to lot sizes on special and unique product designs. Prices and inventory classes are subject to changes without notice and orders will be billed at prices in effect at the time of shipment.
3. All stock orders shipped into customer locations are subject to carton lot rounding on selected items. When carton lot rounding is applicable, the items are always rounded to the standard package quantity. Non-standard items may be subject to minimum order quantities if no current stock exists at the time of order placement.

TRANSPORTATION TERMS:

F.O.B. shipping point. Orders subject to shipment at one time to one location for freight charge purposes.

**CMC Utility Products** will prepay and allow freight on orders of

- \$1,000.00 net value or more on Connectors and Connector Products
- \$2,250.00 or more on Barfield Brackets and Platforms
- \$4,000.00 or more on CMC Termination Enclosures

**CMC Utility Products** will prepay and add freight on orders of

- Barfield Steel and Aluminum Enclosures and Cabinets
- Barfield Fiberglass Ground Sleeves
- PA and PF Series Above Grade Pedestals

For shipments to Alaska and Hawaii, please contact your **CMC** representative for freight terms and pricing or freight will be prepaid to the United States west coast point of embarkation, per the above stated freight terms.

Claims against the carrier are to be filed by the customer.

All orders and shipments, whether or not delivery dates are specified thereon, shall be subject to delays or failures in manufacture or delivery date due to causes beyond the control of **CMC**.

TAXES:

**CMC** prices do not include any taxes, import or export duties, tariffs, or customs charges. **CMC Utility Products** reserves the right to add to the sales price any applicable sales tax, tariff and duties or customs charges imposed by law on the sale of our products.

PAYMENT TERMS:

Terms are net 30 days for domestic accounts and export letter of credit for foreign accounts and/or for all goods intended for final destination outside of the United States. No cash discounts.

CLAIMS AND ERRORS:

Claims for shortages, erroneous charges, or price corrections must be made within 30 days of date of invoice. Claims beyond 30 days will not be allowed. Carriers are responsible for goods lost or damaged in transit. All other claims (including claims for pricing errors and special price agreement claims) must be made within 180 days of the date of the invoice. Claims beyond 180 days will be disallowed. Customer is responsible for examining goods for damage, quantity and quality upon receipt and are responsible for filing any necessary claims against the shipping company.

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### CANCELLATIONS:

Orders placed cannot be cancelled or deliveries extended, without the written consent of **CMC Utility Products**, and upon terms which will indemnify **CMC Utility Products** against all losses. Specials and “Made-to-Order” products (either published or unpublished) are non-cancelable/non-returnable.

### RETURNED GOODS:

1. Product returns are allowed only for administrative errors by **CMC** or for products found to be defective under **CMC**'s warranty. No annual returns (stock rotations) will be accepted.
2. All goods returned for credit are to be returned freight prepaid by the distributor to the address indicated on the Returned Goods Authorization (RGA) which is required for all returns. No other return shipments will be accepted.
3. The product must be returned within 90 days, after which the RGA expires and will be cancelled.
4. Only items listed on the RGA will be credited on the return. Merchandise returned must have been purchased within the previous 12 months and is in re-saleable condition. **CMC** reserves the right to restrict or deny any return based on our annual usage. Product must be returned with the part number and quantity clearly marked on the package.
5. Credit will be marked at the price at which the merchandise was invoiced, less a pre-determined re-stocking fee.
6. **CMC** reserves the right to deny credit on all products that are not easily identified. All returns are subject to inspection and acceptance by **CMC**.
7. **CMC** reserves the right to return product that is not in compliance with the Return Goods policies and procedures.

### PRODUCT LIMITED WARRANTY:

All **CMC** products are subject to rigid inspection before shipment. **CMC** warrants that each product sold is free from defects in material and workmanship and at the time of shipment conforms to the applicable specifications. Any product that is found, within the warranty period of two years from the time of shipment, not to meet these standards after examination by the seller will be repaired or replaced without charge. This warranty applies provided conditions of operation and applications have been met as specified at all times and that the product has not been subject to abnormal stresses and/or has been installed in accordance with all applicable codes and regulations. **CMC**'s liability hereunder shall be limited to replacement of inoperative products and in no event shall **CMC** be liable for any special or consequential damages, nor shall **CMC** (except as may otherwise specifically be agreed to in writing through an authorized representative) shall **CMC** be liable for transportation, labor or other charges arising out of the removal or reinstallation of its products. Products not manufactured by **CMC** are warranted only to the extent of the warranties of the original manufacturer. Imperfect material, which might occasionally occur in a product run, will be replaced. As it is impossible to detect all imperfections and control field applications, **CMC Utility Products** guarantees to replace only such goods as proven to be defective for a period of two years. Under no circumstances will **CMC** be responsible for any damages beyond the price of the goods. **CMC Utility Products** shall not be liable for losses arising from strikes, fires, floods, riots, acts of God, government action, or procurement.

### NOTICE:

The warranties contained herein are exclusive and are in lieu of all other warranties, including but not limited to implied warranties of merchantability and fitness for a particular purpose, which are specifically disclaimed.

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### GOVERNING LAW:

This contract shall be governed by and construed in accordance with the laws of the State of Ohio. CMC Utility Products are manufactured under the best quality control standards utilized by our industry. Products are subjected to tests recognized by the National Electrical Manufacturers Association (NEMA), American National Standards Institute (ANSI), Underwriters Laboratories (UL), Canadian Standards Association (CSA), and/or other governing bodies as applicable under the specific circumstances.