



GTC[™]
Control Solutions

Terms and Conditions

Terms and Conditions for the Sale of Goods and Test/Repair Services

The following Terms and Conditions shall apply to all transactions in which GTC Control Solutions, Inc. ("GTC") acts as the seller, or proposed seller, of goods and/or testing/repair services, unless specifically altered or agreed in writing by GTC.

Quotations

The contents of a GTC quotation are confidential and are intended only for the requestor. They are not to be shared with any third party. All items are quoted subject to prior sale with a 60-Day validity, except as otherwise state in the quotation. Any discounts offered, if applicable, are based upon GTC receiving a purchase order for the entire quantities quoted. Any reduction in quantity purchased from the quantity quoted, is subject to a change in the discount rate offered.

Shipping

Freight, insurance, export documentation, special packing and handling, customs fees, taxes, duties and tariffs are not included in the item's price and are additional. Unless otherwise specified, Domestic orders will ship via Ground service, and International orders via Express Courier. All items shipped will be fully covered against damage or loss during shipment. For orders 10 items or more, or that are valued \$50,000 or greater, partial shipments shall be allowed.

Limited Warranty

Should an item sold or serviced by GTC fail or cease to function properly during the covered warranty period, the customer should contact their customer service representative to make a warranty claim, obtain a Returned Materials Authorization (RMA), and ship the item to the GTC service center specified in the RMA, together with a failure report if required. GTC shall, in its sole discretion, determine the validity of the claim and, in the event of a valid claim, decide upon the remedy (e.g. repair, replacement, exchange, credit or refund of net payments made). Consumables (such as fuses, relays, contractors, carbon brushes, etc.) are not covered by GTC's standard warranty. Damage due to improper installation, use or handling by customer, shipment, excess wear and tear, electrical surge, flood, fire or other environmental cause will void the warranty.

Standard warranty validity is two years for New and Repaired products, and three years for Remanufactured products, unless otherwise specified in the quotation, acknowledgement, or invoice. The Validity Period of the coverage commences on the Date of Shipment. No credit or refund shall apply to any transportation charges incurred by Customers (e.g. duties, taxes, tariffs, freight, storage fees, packaging, insurance fees) and, if applicable, the Evaluation Fee per GTC's quotation.

Other than the remedies stated herein, neither GTC nor any of its affiliates or their respective employees, shall be liable for any other claims of any kind relating to GTC's products or services. GTC shall not be liable for any lost opportunities, loss of profits or revenue, interruption of business, cost of capital, or any special consequential, incidental, indirect, or punitive damages arising from the sale or proposed sale of goods or services. The limitations of liability shall apply regardless of whether a claim is based in contract, warranty, indemnity, tort, (including negligence), and strict liability or otherwise.

Extend[™] Warranty Program

An extended warranty may be available for certain times. For eligible items, unless otherwise specified in quotation, acknowledgment or invoice, the standard price of an Extended Warranty is 10% of the invoiced price per each Extended Warranty period purchased. Price may vary for certain items. Base Extended Warranty period is one year, or half of the initial warranty period, whichever is shorter. A maximum of four Extended Warranty periods may be purchased for New and Repaired items, and a maximum of three extended periods for Remanufactured. Extended Warranty may not be available for all items. A minimum purchase of \$250 per warranted item is required. All other terms apply.

Disclaimer

GTC is an independent supplier and service company. It is not affiliated with GE and is not an authorized distributor for GE. GE products sold by GTC may be obtained from third parties, may be used, remanufactured, unused or factory new and are not covered by a GE warranty unless otherwise stated. GTC's standard 24-month Warranty applies for eligible items unless otherwise stated at the time of quotation or on the Limited Warranty Certificate (LWC) furnished with the item.

Lead Time/Partial Shipments/Cancellation

Estimated lead time is as indicated on the quotation. Stock items may incur a lead time of up to 1 to 3 business days to allow for order/payment processing, testing, remanufacturing (as applicable), export documentation, warehouse transfers and quality assurance. Standard Service Center cycle time is 5 to 10 business days after receipt of items at the Designated GTC Facility. *Expedited service is available on request; additional fees may apply.

Late delivery penalties are not accepted for this supply. GTC reserves the right to make partial shipments. Orders are non-cancellable and non-returnable. In case of order cancellation by customer, a restocking charge of no less than twenty-five percent (25%), and up to one hundred percent (100%) of the total purchase price may be applicable.

Export Compliance

Buyer acknowledges and agrees that all products purchased from GTC for export are subject to control under, and must strictly comply with, U.S. Law including, but not limited to, applicable provisions of the U.S. Export Administration Regulations (15 CFR Part 730 et. seq.) (EAR) and the Economic Sanctions Regulations (31 CFR Parts 501 – 598) (ESR). Buyer agrees that it will not export, re-export or transfer products purchased from GTC via any means to any prohibited destination, to any prohibited person, entity, organization or country, or for any prohibited end-use under the EAR or the ESR. Buyer also acknowledges and agrees that it will not export, re-export, or provide products purchased from GTC to entities, organizations, persons, and vessels that are ineligible under United States law to receive such items, including but not limited to, any person or entity on the Specially Designated Nationals List, Denied Persons List, Entity List or Unverified List. GTC reserves the right to refuse, block, and/or cancel any order if, at any time, GTC believes that any U.S. export control or sanctions laws might be violated or needs further information to be assured that there are no attempted violations.

Export Documentation

Fees may apply. Purchase Order must state all required documentation. A USD125.00 fee per document will apply for export documents not listed in the Purchase Order accepted by GTC.

Minimum Order Size

A \$75.00 administration charge will apply to orders less than \$500.

New Customers

First-time or reactivated customers must submit a "New Customer Form" prior to Purchase Order acceptance. Any purchase order placed as a result of this quotation will be subject to credit approval.

Repairs

All repair quotation lead times are based on the time of GTC's receipt of the material in serviceable condition, as well as a failure report, if requested. Non-repairable items may be subject to an Evaluation Fee of up to \$250. Items received in especially poor condition or that have indications of prior repair attempts may be refused and returned at the customers cost. In the event that GTC decides to attempt a repair on such items, special terms may apply including, but not limited to: shortened or declination of warranty, increased price, and/or increased, non-refundable evaluation fee of up to the greater of \$500 or 50% of the quoted repair price.