



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.

Payments

All Prices are in United States Dollars (USD), payable in the State of New York free of all expense to "GTC" for collection charges including any bank or credit card processing fees. Unpaid invoices will accrue interest at the rate of eighteen (18%) percent per annum. A deposit may be required at the time of order for new customers, prepayment customers, delinquent accounts, long lead-time items, non-returnable items, on any order for which GTC is not pre-authorized to ship or partially ship the finished goods when ready, or for any other reason at GTC's sole discretion.

Delivery and Storage

Delivery of finished goods is EX WORKS Hawthorne, NY USA unless otherwise specified on quotation acknowledgement or invoice. For items available for shipping for longer than 10 business days following GTC's notification to the customer of the goods' readiness, GTC will invoice the customer and hold the material. Goods held longer than 20 business days shall incur a monthly storage cost equal to 1% of the invoiced value of the goods. Such storage cost is separate and apart from any finance charge that may apply for late payment of GTC's invoice.

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.

GTC'S LIABILITY FOR ANY CLAIM OF ANY KIND (EXCLUDING BODILY INJURY), WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS CONTRACT SHALL IN NO CASE EXCEED THE CONTRACT PRICE FOR THE PRODUCT(S) OR SERVICE(S) THAT GIVE RISE TO SUCH CLAIM. GTC SHALL IN NO EVENT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR REVENUE, OR COST OF SUBSTITUTES. THIS LIMITATION OF LIABILITY PREVAILS OVER ANY CONFLICTING PROVISIONS OF THIS CONTRACT.

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.

Retention of Title

Unless otherwise agreed in the Contract, title to the goods in the subject transaction shall pass to the Customer when, and only when, the purchase price is received by GTC in full. Risk of loss or damage to the goods shall pass to the Customer in accordance with EXW Incoterm, unless a different Incoterm is specified in the Contract.

Excusable Delays (Force Majeure)

GTC shall not be liable nor in breach or default of its obligations under the Contract to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond its reasonable control including, but not limited to, acts of God, fire, terrorism, war (declared or undeclared), epidemics, material shortages, insurrection, acts (or omissions) of Customer or Customer's suppliers or agents, any act (or omission) by any governmental authority, strikes, labor disputes, transportation shortages, or vendor non-performance. The delivery or performance date shall be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay. If GTC is delayed by any acts (or omissions) of Customer, or by the prerequisite work of Customer's other contractors or suppliers, GTC shall be entitled to an equitable price and performance adjustment.

Governing Law, Dispute Resolution

The Contract shall be governed by and construed under New York State law without giving effect to any conflicts of laws or choice of law rules that would apply the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. The invalidity, in whole or part, of any paragraph in this Agreement will not affect the remainder of such paragraph or any other paragraph. Any claim, legal action or proceeding (including without limitation claims for set-off or counterclaim) regarding the dispute shall be brought in the U.S. District Court for the Southern District of New York in White Plains, New York or, in the event that court lacks jurisdiction to hear the claim, in the appropriate state courts of Westchester County, New York, and the parties irrevocably consent to the exclusive jurisdiction of those courts for such claims.