

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. or any of its affiliates ("Company") acts as the seller, or proposed seller, of goods and/or testing/repair services, unless specifically altered or agreed in writing by Company.

Quotations

The contents of Company's quotation are confidential and are intended only for the requestor. They are not to be shared with any third party. All items quoted subject to prior sale with a 60-Day validity, except as may otherwise be stated in the quotation. Any discounts offered, if applicable, are based upon Company 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. Any increase in quantity must be approved by Company and may result in a variance in price and/or lead-time.

Payments and Company Credit Memos

All Prices are in United States Dollars (USD), payable in the State of New York free of all expense to "Company" 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 Company is not pre-authorized to ship or partially ship the finished goods when ready, or for any other reason at Company's sole discretion. GTC issued Credit Memos have an expiration date of one year after issue.

Delivery and Storage

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

Shipping/Incoterms

Unless otherwise specified, prices are "net" and do not include freight, insurance, export documentation, special packing and handling, customs fees, taxes, duties and tariffs, which 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 all orders of 10 items or more, or that total \$50,000 or greater, partial shipments shall be allowed.

Limited Warranty

Should an item sold or serviced by Company 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 UPS Return Label (for domestic customers only), and ship the item to the Company service center specified in the RMA, together with a failure report if required. Please use this link to obtain your UPS label:

<https://callCompany.com/returns/> Company 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, batteries, contactors, carbon brushes, etc.) are not covered by Company's standard warranty. Damage due to improper installation, use or handling by customer, shipment, excess wear and tear, electrical surge, flood, fire, and any other environmental effects such as, but not limited to, temperature, humidity, dust, chemicals, or improper operating environment 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 Company's quotation.

COMPANY'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. Company 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

Company is an independent supplier and service Company. It is not affiliated with GE and is not an authorized distributor for GE. Company'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 1 or more business days to allow for order/payment processing, testing, remanufacturing (as applicable), export documentation/licensing, warehouse transfers and/or quality assurance. Repair/ Testing orders: Standard Service Center cycle time is 5 to 10 business days after receipt of items at the Designated Company Facility. *Expedited service is available on request; additional fees may apply.

Late delivery penalties are not accepted unless expressly approved by Company in writing in advance. Company reserves the right to make partial shipments whenever the lead time on one or more items exceeds that of other items by more than 10 business days. 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%), shall apply for stock items and up to one hundred percent (100%) of the total purchase price may be applicable for outsourced items.

Export Compliance

Buyer acknowledges and agrees that all products purchased from Company 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 Company 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 Company 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. Company may request an end use declaration to comply with Export Controls compliance. Company reserves the right to refuse, block, and/or cancel any order if, at any time, Company believes that such order might result in the violation of any U.S. export control or sanctions laws or to request 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 each requested document not listed in the Purchase Order accepted by Company.

Minimum Order Size

A \$75.00 administrative 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. This form can be found at www.CallGTC.com. 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 Company’s receipt of the material in serviceable condition, as well as a failure report, if requested, whichever is later. Non-repairable items or items evaluated without repair pre-authorization 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 customer’s cost. In the event that Company consents to attempt a repair on such items, special terms may apply including, but not limited to: shortened or declination of warranty, increased price, time and material charges, and/or increased, non-refundable evaluation fee of up to the greater of \$500 or 50% of the quoted repair price. In all such circumstances, Company will obtain customer’s approval of such terms prior to proceeding.

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 Company 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)

Company 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 Company is delayed by any acts (or omissions) of Customer, or by the prerequisite work of Customer’s other contractors or suppliers, Company shall be entitled to an equitable price and performance adjustment.

Governing Law, Dispute Resolution

The Contract that 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.

Publicity and Data Sharing

By placing an order with Company, the Customer grants Company the right to reference the Customer's name on its website and other advertising, marketing and publicity materials, and to disclose the existence of a supplier relationship with Customer. Company may publish any testimonials provided by Customer or its representatives, in whole or in part, and include a reference to the Customer's name therein.

Confidentiality

In connection with the Contract, Seller and Buyer (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with "Confidential Information." "Confidential Information" means (a) all pricing for Products and Services, (b) all terms of the Contract, (c) all information that is designated in writing as "confidential" or "proprietary" by the Disclosing Party at the time of written disclosure, and (d) all information that is orally designated as "confidential" or "proprietary" by the Disclosing Party at the time of oral disclosure and is confirmed to be "confidential" or "proprietary" in writing within 10 days after oral disclosure. The obligations of this Article shall not apply as to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than from disclosure by the Receiving Party, its representatives or its affiliates; (ii) is or becomes available to the Receiving Party or its representatives or affiliates on a non-confidential basis from a source other than the Disclosing Party when the source is not, to the best of the Receiving Party's knowledge, subject to a confidentiality obligation to the Disclosing Party; (iii) is independently developed by the Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law, a valid legal process or a government agency; or (v) is approved for disclosure in writing by an authorized representative of the Disclosing Party.

The Receiving Party agrees: (i) to use the Confidential Information only in connection with the Contract and permitted use(s) and maintenance of Products and Services, (ii) to take reasonable measures to prevent disclosure of the Confidential Information, except to its employees, agents or financing parties who have a need to know for Buyer to perform its obligations under the Contract or to use and maintain Products or Services, and (iii) not to disclose the Confidential Information to a competitor of the Disclosing Party. The Receiving Party agrees to obtain a commitment from any recipient of Confidential Information to comply with the terms of this Article. Confidential Information shall not be reproduced without the Disclosing Party's written consent, and the Receiving Party shall return all copies of Confidential Information to the Disclosing Party upon request except to the extent that the Contract entitles the Receiving Party to retain the Confidential Information.

Seller may also retain one copy of Buyer's Confidential Information until all its potential liability under the Contract terminates.

If either party or any of its affiliates or representatives is required by law, legal process or a government agency to disclose any Confidential Information, that party agrees to provide the Disclosing Party with prompt written notice to permit the Disclosing Party to seek an appropriate protective order or agency decision or to waive compliance by the Receiving Party with the provisions of this Article. In the event that efforts to secure confidential treatment are unsuccessful, Seller may lawfully revise the Confidential Information to make it nonproprietary or to minimize the loss of its proprietary value. Nothing in this Article grants the Receiving Party any license under any invention, patent, trademark or copyright now or later owned or controlled by the Disclosing Party. Buyer shall not disclose Confidential Information to Seller unless it is required to do so to enable Seller to perform work under the Contract. If Buyer does disclose Confidential Information, Buyer warrants that it has the right to disclose the information, and Buyer shall indemnify and hold Seller harmless against any claims or damages resulting from improper disclosure by Buyer. As to any individual item of Confidential Information, the restrictions of this Article shall expire the earlier of five (5) years after the date of disclosure or three (3) years after termination or expiration of the Contract. This Article does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.
