

## **TERMS AND CONDITIONS OF SALE FOR CONNEXIONES.COM WEB SITE**

Unless otherwise indicated, the following terms and conditions of sale will apply only to sales orders that are initiated and completed through Connexiones.com, unless you are using Connexiones.com while registered as a Customer with which Connexion has expressly agreed in writing to alternative terms and conditions (“Agreement”). If you have such an Agreement, the terms and conditions of that Agreement shall govern in the event and to the extent there is a conflict with these terms and conditions. Connexion Electric Company, Inc. (“Connexion”) reserves the right to vary such terms and conditions for other sales by Connexion, including without limitation any sales that are initiated but not completed through Connexiones.com. Contact your Connexion representative or use the click-to-chat feature to use other Connexion sales channels to complete your purchase.

**1. ACCEPTANCE OF ORDER** - Acceptance of any order from buyer ("Buyer") is subject to approval and acceptance by Connexion and, when applicable, Connexion's suppliers. Connexion reserves the right to accept or reject any order without liability to Connexion, including without limitation, if Buyer's credit becomes unsatisfactory to Connexion, and/or to immediately change the terms of any credit extended to Buyer.

**2. PRICES AND SHIPMENTS** - Prices shall be those in effect at the time Connexion accepts the applicable order from Buyer. Prices listed do not include shipping, handling fees, taxes, and/or duties, and are subject to correction or change without notice. All shipments will be made F.O.B. shipping point.

### **3. SHIPPING POLICIES**

#### **SHIPPING POLICIES -**

(a) The price of shipping is determined by the shipping method you choose, your order's total weight, as well as the distance between your shipping address and our shipping center. The shipping charge will be calculated on the Shipping & Billing Method page before you complete your order

For business accounts, shipping charges are based on your local agreement. Questions surrounding freight charges and invoicing should be directed to your local sales office.

(b). Buyer may elect to pay a premium for expedited shipping where available (Shipping Charges still apply). Any charges incurred for hazardous materials or other special handling by the carrier must be paid by the Buyer. For all orders, regardless of whether a shipping and handling fee is charged, fuel surcharges may be applied. (d) Connexiones.com only accepts orders for shipments within the US. Orders to international destinations or to Puerto Rico or other US territories will not be processed. Connexion does not ship to PO Box addresses or APO/FPO boxes.

(e) Title and risk of loss pass to Buyer upon tender of shipment to the carrier.

(f) To qualify for expedited shipping, Connexion must receive Buyer's order before 2:00PM CST Monday-Friday. Orders containing hazardous materials are subject to federal, state, and local regulations and may not be shipped to certain destinations. Orders are processed on business days and orders placed on Saturdays/Sundays/Holidays will be processed on the next business day. If you have any questions please call Connexion at **847-499-8300**.

**4. RETURN OF GOODS** - Returns must be made within 90 days from the date of purchase. Returned product must be in original packaging, unused, undamaged and in saleable condition. The Buyer is responsible for the method and cost of return to Connexion. Credit may be allowed for goods returned with or without prior approval. A deduction may be made from credits issued to cover cost of handling, cancellation and/or restocking fees. When the return is approved, a credit will be issued to the original payment method. Please allow 14 days for the receipt and processing of returned merchandise. Note: Depending on Buyer's bank, it may take up to 7 additional days for Buyer's card to be credited.

Receipt of Damaged Material - If Buyer receives a damaged/defective item or item not as ordered, please contact Connexion immediately at 847-499-8300 to provide a prepaid return label and process a new shipment.

Warranty Returns - Contact Connexion Support at 847-499-8300 (Connexion.support@Connexion.com) to determine manufacturer's warranty eligibility.

Buyer agrees that any credit balance(s) issued by Connexion will be available to Buyer account for no longer than one (1) year from its issuance. **IF BUYER HAS NOT APPLIED FOR OR REQUESTED THE CREDIT WITHIN ONE (1) YEAR, ANY REMAINING CREDIT BALANCE(S) WILL BE SUBJECT TO CANCELLATION, AND CONNEXION SHALL HAVE NO FURTHER LIABILITY.**

**5. TAXES** - Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Connexion for any such tax as assessed by the responsible tax jurisdiction.

**6. DELAY IN DELIVERY** - Connexion is not to be accountable or liable for delays in delivery or other failures in performance occasioned by acts of God, political/social unrest, acts or threats of terrorism, computer or electronic interruptions, failure of its suppliers to ship or deliver on time, or other circumstances beyond Connexion's reasonable control. Factory shipment or delivery dates are the best estimates of Connexion and its suppliers and are not guaranteed. **In no case shall Connexion be liable for any special, incidental, direct, indirect, consequential, punitive, exemplary or special damages (whether sounding in contract, tort, strict liability, or otherwise), all regardless of whether Connexion knew or should have known of the possibility of such losses, arising from any delay in shipment or delivery.**

**7. DISCLAIMER OF WARRANTIES** - ANY DESCRIPTION OF THE GOODS CONTAINED ON ANY CONNEXION WEB SITE DESCRIPTION, QUOTATION, PURCHASE ORDER, ORDER ACKNOWLEDGEMENT, BILL OF LADING OR SALES

INVOICE IS FOR THE SOLE PURPOSE OF IDENTIFYING THEM, AND DOES NOT CONSTITUTE A WARRANTY THAT THE GOODS SHALL CONFORM TO THAT DESCRIPTION. CONNEXION MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT) WITH RESPECT TO ANY GOODS SOLD BY CONNEXION TO THE BUYER, AND CONNEXION HEREBY DISCLAIMS ALL SUCH WARRANTIES. For purposes of clarification, Connexion sells the goods to Buyer with a warranty directly from the manufacturer, only to the extent available from the manufacturer. For information on a specific manufacturer's warranty, please contact Connexion at **847-499-8300**. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF CONNEXION, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.

**This disclaimer of warranties applies to all Buyers that are consumers (and not business customers, as set forth below in Section 8(A)). Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply, some or all of the disclaimers, exclusions or limitations set forth above and below may not apply and other rights may be available to Buyer.**

**8. LIMITATION OF LIABILITY** - Buyer recognizes that Connexion is a distributor and not a manufacturer, fabricator or packager. To the maximum extent permitted by law, Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Connexion, a copy of which will be furnished upon written request. Furthermore, Connexion's liability shall be limited to either repair or replacement of the goods or refund of the purchase price, all at Connexion's option, and to the maximum extent permitted by law, IN NO EVENT SHALL CONNEXION BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR ANY INDIRECT DAMAGES, OR FOR LOST PROFITS OR DATA (WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE), ALL REGARDLESS OF WHETHER CONNEXION KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH LOSSES. In addition, claims for shortages, other than loss in transit, must be made by Buyer in writing not more than five (5) days after receipt of shipment.

**8A. LIMITED WARRANTY FOR BUSINESS CUSTOMERS ONLY; DISCLAIMER** - Connexion warrants to Buyers that are not consumers (as defined under the rules and regulations promulgated under the Magnuson-Moss Warranty Federal Trade Commission Improvement Act (15 U.S.C. 2301 *et seq.*)) that all goods are free of any security interest. The foregoing warranty shall not apply in the event that such Buyer is not buying either for resale or for use of the goods in the ordinary course of Buyer's business. CONNEXION MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE AND NON-INFRINGEMENT.

9. **WAIVER** - The failure of Connexion to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.

10. **MODIFICATION OF TERMS AND CONDITIONS** – Except as stated in the introductory paragraph above, these terms and conditions supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Connexion unless made in writing and signed on its behalf by a duly authorized representative of Connexion. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.

11. **CERTIFICATION** – This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required. To the extent legally required, Connexion certifies that the goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.

12. **FOREIGN CORRUPT PRACTICES ACT** - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§ 78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.

13. **COMPLIANCE WITH LAW** – Buyer shall comply with all applicable laws and regulations, including but not limited to U.S. anti-corruption laws and regulations and U.S. export control laws and regulations and the anti-boycott and embargo regulations and guidelines. U.S. anti-corruption laws and regulations include, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur. U.S. export control laws and regulations

include, without limitation, the Arms Export Control Act, 22 U.S.C. 2751-2794, including the International Traffic in Arms Regulation, 22 C.F. R. 120 et seq., the Export Administration Act, 50 U.S.C. app. 2401-2420, including the Export Administration Regulations, 15 C.F.R. 730-774, the Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-1707. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters. Without limiting the foregoing in any way whatsoever, **Buyer acknowledges that diversion of products and/or services contrary to U.S. law is prohibited.**

14. **ASSIGNMENT** - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Connexion, and any such assignment, without such consent, shall be void.

15. **GENERAL PROVISIONS** - This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof and without application of the United Nations Convention on Contracts for the International Sales of Goods.

16. **PAYMENT TERMS** - Payment is required at the time the order is accepted by Connexion, except for approved open credit accounts. Visa, MasterCard, American Express, and Discover credit cards are accepted. Connexion may add a monthly service charge of the lesser of 1 1/2 % or the maximum permitted by law for all accounts not paid by the net due date. In addition, Connexion may defer any further shipments or other orders, or cancel any portion of an unshipped order. Buyer will pay, to the extent permitted by law, all reasonable costs and expenses, including attorneys' fees, collection agency fees and court costs incurred by Connexion in connection with any collection action for payment of amounts due.

17. **EXPORTING** - All items are sold for domestic consumption in the United States. Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.

18. **PRODUCT COMPLIANCE AND SUITABILITY** - Jurisdictions have varying laws, codes and regulations governing construction, installation, and/or use of products for a particular purpose. Certain products may not be available for sale in all areas. Connexion does not guarantee compliance or suitability of the products it sells with any laws, codes or regulations, nor does Connexion accept responsibility for construction, installation and/or use of a product. It

is Buyer's responsibility to review the product application and all applicable laws, codes and regulations for each relevant jurisdiction to be sure that the construction, installation, and/or use involving the products are compliant.

**19. ERRORS; CANCELLATIONS** - All stenographic or clerical errors are subject to correction by Connexion. Connexion attempts to ensure that the content on its web sites is complete and current. However, Connexion cannot guarantee that the information contained on its web sites will not contain errors, inaccuracies, or omissions. Such errors, inaccuracies, or omissions may relate to price, product description, availability, or otherwise. Connexion reserves the right to correct any error, inaccuracy, or omission, or to change or update the content without prior notice to Buyer. Further, Connexion reserves the right to refuse or cancel any orders (including without limitation any orders containing any error, inaccuracy, or omission) at any time and for any reason whatsoever whether or not the order has been submitted, confirmed, and/or Buyer's credit card has been charged. If Buyer's credit card has been charged for the purchase and Buyer's order is canceled by Connexion, Connexion shall promptly issue a credit to Buyer's credit card. Except for issuing such credit (if applicable), Connexion shall have no liability or obligation to Buyer with respect to any cancelled order.

**20. MISCELLANEOUS** -

(a) Substitutions. Products (and country of origin) may be substituted and may not be identical to catalog or website published descriptions and/or images.

(b) Occupational Safety and Health Administration ("OSHA") Hazardous Substance. Material Safety Data Sheets ("MSDS") for OSHA defined hazardous substances are prepared and supplied by the manufacturers. **CONNEXION MAKES NO WARRANTIES AND EXPRESSLY DISCLAIMS ALL LIABILITY TO ANY BUYER OR USER WITH RESPECT TO THE ACCURACY OF THE INFORMATION OR THE SUITABILITY OF THE RECOMMENDATIONS IN ANY MSDS. BUYER IS SOLELY RESPONSIBLE FOR ANY RELIANCE ON OR USE OF ANY INFORMATION, AND FOR USE OR APPLICATION OF ANY PRODUCT. MSDS information is available upon request by calling 847-499-8300.**

(c) California Proposition 65. The State of California requires that certain warnings be given concerning products subject to Proposition 65.

For products denoted with a  $\phi$  symbol the following warnings apply: **Both Cancer and Reproductive Harm** California Proposition 65 Warning: This product contains a chemical known to the State of California to cause cancer. Warning: This product contains a chemical known to the State of California to cause birth defects or other reproductive harm. **Only Cancer Warning** California Proposition 65 Warning: This product contains a chemical known to the State of California to cause cancer. **Only Reproductive Harm** Warning California Proposition 65 Warning: This product contains a chemical known to the State of California to cause birth defects or other reproductive harm. A complete list of Proposition 65 regulated chemicals is available by logging on to [www.oehha.ca.gov](http://www.oehha.ca.gov).