



## Terms and Conditions of Sale

The price list does not constitute an offer to sell. All purchases are subject to the Terms & Conditions of Sale of Winn Energy Controls, Inc. (WEC).

CHANGES IN DESIGN & MANUFACTURING - WEC reserves the right to substitute materials and change layout and features of products, provided said changes do not result in a loss of operational characteristics as were specified.

ORDERING - Call, Fax or Mail to:

Telephone: (858) 274-1330 Fax: (858) 274-1362  
Email: [sales@winnenergy.com](mailto:sales@winnenergy.com)  
Mailing Address: 2637 Ariane Drive  
San Diego, CA 92117

All orders are to be in writing with purchase order number, signed by an authorized person, and must include:

- Produce description
- Product part number
- Quantity ordered
- Unit price
- Expected shipping date
- Method of shipment
- Complete shipping address
- Address for correspondence
- Notice whether partial shipments are acceptable

PRICES / QUOTES - Prices are subject to change without notice. In case of a general price change, unconfirmed orders and not shipped portions or order will be accepted with the understanding that prices in effect at the time of shipping will prevail. OEM price breaks apply for quantities ordered, shipped and invoiced. Cost for shipping, taxes or fees are not included in prices and will be added as they apply. Verbal quotations will be effective for 60 calendar days and written quotations for 60 calendar days from the date of quotation.

### TERMS OF PAYMENTS

- (1) Initial orders, payment prior to delivery or C.O.D. – subsequent orders net 30 calendar days from invoice date.
- (2) Past due balances will be subject to late payment charges or 1.5% per month. Any past due balances exceeding 30 calendar days will be subject to C.O.D. or restricted shipments. The purchaser is liable for all cost of collection including agency and/or attorney's fees.
- (3) Advance payments are required on orders which:
  - (a) Exceed the purchaser's open credit line with WEC.
  - (b) Accounts that are delinquent.

WEC reserves interest in all goods delivered until full payment has been received.

CREDIT - A line of credit is established only upon our written acceptance. WEC may cancel or reduce a line or credit at its sole discretion.

LEAD TIME - WEC will make every reasonable effort to deliver by the date quoted to purchaser. Products stocked in San Diego will usually be shipped within 3 working days. WEC shall have the right to delay delivery if strike, fire, act of God, unavailability or materials, or other circumstances beyond WEC's control prevents delivery in the normal course of business.

DELIVERY - All shipments are F.O.B San Diego and are subject to a handling fee depending on the method of shipment (min. \$20.00).

RISK OF LOSS - Risk of loss passes to the purchaser upon WEC's delivery of the products to the carrier at the shipping point. WEC is not

liable for damage, shortage, or delay in delivery during shipment or storage. Therefore, it is the duty of the purchaser, before accepting merchandise from the carrier, to inspect all items and note any loss or damage on the delivery receipt. Failure to make a claim with the carrier shall constitute acceptance of the merchandise and a waiver of any defects, errors or shortages.

EXPORTS - (Export orders excluding Canada). Minimum purchase is \$1,000.00. Terms are advanced payments in cash or irrevocable letter of credit, in US dollars. All letters of credit must be valid for a minimum of 150 days. Purchaser recognizes that export of products may require prior written authorization from United States Government and is responsible that unauthorized export does not occur.

RETURNS - All products returned to Winn Energy Controls, Inc., for repair, replacement or credit are subject to approval and will not be accepted without an RMA / CRT number. To obtain a RMA / CRT number, please call customer support (800) 770-2828. Your RMA / CRT number should appear on a separate sheet or paper, including product code, our purchase order number and a short description of the problem.

All products returned for credit must be returned undamaged within 30 calendar days, in its original packing with all documentation and software including, shipping pre-paid. In special cases, WEC shall accept, returns within 60 calendar days of shipment. After 60 calendar days all sales are final.

Products returned for credit are subject to fees (calculated from the invoiced net value) for checking, handling and restocking as follows:

- Unopened (unbroken seal), returned within 30 days. 20%
- Unopened (unbroken seal), returned within 60 days. 30%
- Opened packing box, returned within 30 days. 30%
- Opened packing box, returned within 60 days. 40%

WARRANTY - Products manufactured by WEC are warranted to be free of defects in workmanship and material. WEC's sole obligation under this warranty is to provide repair or replacement parts without charge (except cost for shipping) to remedy any defects which appear within 12 months from the date of shipment. For OEM contracts (quantities 1000+) extended warranty periods may apply. Any claim under this warranty must be in writing, received by WEC within 30 days prior to the end of the warranty period or within 30 days after discovery of the defect, whichever occurs first. This warranty is contingent upon proper use of the products and will be void in the event of unauthorized repair or any modification other than such modification described in WEC's guidelines and documentation.

LIABILITY - Purchaser assumes liability for, and agrees to hold WEC harmless from all loss relating to sale, installation, application and use of the products. In no event will WEC be responsible for special, indirect, or consequential damages of any kind. WEC's liability shall not exceed the original product price.

APPLICABLE LAW - These Conditions of Sale are governed by the laws of the State of California. In the event of dispute, WEC shall be entitled to recover costs and attorney's fees.