



Great Lakes Controls Of New York, LLC

Applying Technology To Industry

Terms and Conditions of Sale Of Great Lakes Controls of New York, LLC (“Seller”)

1. Acceptance

No acceptance of purchase order can be made by the Seller except by the issuance of its Order Acknowledgement. Pursuant to UCC 2-207(2) (a) acceptance by Seller of Buyer's order is expressly made conditional on assent to these Terms and Conditions, either by written Acknowledgement or by buyer that recognized the existence of a contract with respect to the goods described on the Seller's Order Acknowledgement. These Terms and Conditions also serve as notice of Seller's objection to and rejection of any terms and conditions of purchase or sale included in Buyer's purchase order or other writing that are different from or additional to these Terms and Conditions. Any terms and conditions that are contained in Buyer's purchase order or other writing that represents Buyer's offer are not part of the agreement and do not apply.

2. Minimum Order

A minimum order value of fifty dollars (\$50.00) will be strictly adhered to. Orders placed for an amount less than this will be invoiced at the higher amount unless an agreement is negotiated prior to order acceptance by seller.

3. Special Orders

Orders for product that are deemed as non-cancelable or non-returnable by the manufacturer shall be invoiced at the 100% of the order value at the time of order entry. Actual cancellation charges will be determined by the manufacturer based on the costs incurred in labor and materials in fulfillment of the order.

4. Payments

Net cash thirty (30) days from the date of the invoice. Cash discounts are not offered unless negotiated upfront as part of the manufacturer's payment terms. If complete payment is not made when due, the unpaid balance will be subject to a finance charge of one and one-half (1-1/2%) of the unpaid balance per month. The amount of all finance charges will be added to the balance owed to the Seller. If the Buyer fails to pay the invoice when due, or if the financial conditions or credit of Buyer becomes unsatisfactory to Seller, Seller, at its option and without affecting any other lawful remedy, may change the terms of payment or suspend work and further deliveries, or both, until Buyer provides security or other assurances of performance as demanded by the Seller.

5. Credit Card Orders

Orders placed by Credit Card will be subject to a two and one-half (2-1/2%) credit card processing fee that will be added to the invoice amount.

6. Product Return

Products, not including software products, may be returned for credit within thirty (30) days of shipment as long as the product has not been used and the original packaging is intact and has not been altered. A restocking fee may be deducted from the credit amount depending on the product involved and vendor return policy. Returns that do not meet these criteria will not be accepted. Products returned to Seller without prior approval will be refused and returned to the Buyer.

7. Warranty

The Seller will honor product warranty as offered by the product manufacturer and logistically handle the replacement or repair. Panels and assemblies fabricated by Seller shall be warranted for workmanship as well as standard product content for a period of one year from date of shipment.



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8. Liability

The Seller shall not be held liable for use, and/or misuse or application of product or service sold.

9. Taxes

Unless otherwise stated, Seller's prices do not include any sales, use, excise, value-added, or other tax. Unless presented with the appropriate tax exempt information, any applicable taxes will be added to the invoice amount.

10. Prices

Prices are F.O.B. our warehouse, or in the case of a vendor direct, F.O.B. factory. Freight is prepaid and added to the invoice. Prices quoted are subject to change without prior notice.

11. Changes

Great Lakes Controls of New York, LLC reserves the right to change these Terms and Conditions of Sale at any time without prior notice.