

1. Configured Control Technologies, Inc. ("CCT") is not a contracting company and only supplies components that CCT sells. Start up assistance may be provided free of charge at CCT's discretion. If start up assistance is not specifically outlined in the bid document, standard on site service charges shall apply.
2. Terms are based on rated credit, otherwise other arrangements must be made. These terms and conditions control over any terms presented by Buyer, through a purchase order or otherwise.
3. Applicable incoming and outgoing shipping charges, taxes, and handling are not included unless specifically indicated in the purchase order. Payment terms are 25% down with purchase order, balance net 30 days from date of shipment. CCT reserves the right to invoice on finished goods if customer holds delivery beyond scheduled shipping date. CCT reserves the right to invoice on partial shipments. CCT will impose a late charge equal to 1.5% of the amount of the payment per month if not paid within 30 days after receipt of the invoice.
4. In addition to the prices stated herein, Buyer shall reimburse CCT for any excise, sales or use taxes incident to this transaction for which CCT may be liable or which we are compelled to collect.
5. Prices may be adjusted to reflect change in commodity, supply or fuel costs including but not limited to precious metal costs, steel costs, petroleum, natural gas, and metal cost between time of quotation and time of shipment.
6. Unless specifically stated to the contrary, quotations are made and orders are accepted for delivery as fast as manufacturing production will permit, and a commercially reasonable effort will be made to fill orders within the time promised, but the CCT does not assume responsibility for any damages due to delays.
7. In ordering, the Buyer should state explicitly the method of shipment preferred and, in the absence of shipping directions, CCT will use discretion. Title shall pass to Buyer, and Buyer shall assume the risk of loss, when CCT delivers the shipment to Buyer's carrier at CCT's shipping dock.
8. Any changes to the orders must be submitted to CCT in writing prior to acceptance of the purchase order in order to avoid a charge. Changes made after CCT's acceptance of the purchase order are subject to change order fees. All costs for the changes, including but not limited to additional engineering and unused materials will be reflected in the price or may be billed separately to the Buyer.
9. Buyer may not cancel an order unless Buyer assumes immediate liability and makes payment to the CCT for (a) all completed work at the unit price, and (b) all work in process on the basis of the percentage of completion thereof times the order unit price, or all raw material, engineering and other cancellation charges incurred plus handling, overhead and profit.
10. CCT reserves the right to use discretion and its knowledge of systems to make minor assumptions regarding the interpretation of the engineer's specifications. CCT does not accept liability for costs incurred on items the engineer deems unacceptable alternates. In such cases, CCT reserves the right to modify its quote to reflect any changes. If these modifications occur after acceptance of the purchase order they will be handled as change orders.
11. When it becomes necessary that completed, or partially completed items be stored, any and all extra costs for handling and storage will be charged to Buyer on a separate invoice. Any handling or storage invoice must be paid prior to shipment of any equipment. Under no conditions will any items be stored at CCT's facility beyond 30 days after completion. In the event that space limitations make storage of any item on CCT's premises inconvenient, Buyer shall make arrangements for pickup of shipment within 5 days after notification of completion.
12. CCT shall not be considered in default in the performance of its obligations hereunder if such performance is prevented or delayed due to Force Majeure: "Force Majeure" is defined as an act of God, war, hostilities, revolution, civil commotion, riot, epidemic, wind, flood, strike, fire, any law order, proclamation, regulation, or ordinance of any government or subdivision thereof, delay in delivery of materials, or any other cause, whether similar or different to those enumerated beyond the reasonable control of the party affected. However, the duty of the Purchaser to pay for goods already received is never suspended.
13. CCT MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO GOODS SOLD UNDER THIS AGREEMENT. CCT MAKES NO WARRANTY AS TO THE DESIGN OR APPLICATION OF DESIGN OF ANY PRODUCT WITH RESPECT TO GOODS SOLD UNDER THIS AGREEMENT. CCT MAKES NO WARRANTY AS TO MATERIALS OF A PROPRIETARY NATURE THAT ARE SUPPLIED BY ANY PARTY OTHER THAN CCT WITH RESPECT TO GOODS SOLD UNDER THIS AGREEMENT. THERE ARE NO ORAL OR WRITTEN, EXPRESS OR IMPLIED OR OTHER WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. CCT warrants the products of its own manufacture shall be free from defects in materials and workmanship for one year from the date of shipment or from the date the equipment is tagged if such goods have been properly installed, are subject to normal use, and have not been modified in any way whatsoever. Upon return of the defective product to CCT, CCT will, at its sole discretion, and as the exclusive remedy for a breach of warranty, either repair or replace such goods as may be of defective material or workmanship. This limited warranty extends only to products manufactured by CCT. CCT reserves the right to first remedy any problems that would not be covered under the standard warranty. CCT has no responsibility for in-field work for any defect covered under this limited warranty and all goods shall be returned to CCT for warranty repair or replacement. CCT will not be responsible for any charges incurred by the customer for any reason unless it is pre-approved in writing by an officer of CCT. CCT is not responsible for either incoming or outgoing freight. Freight charges will be the responsibility of the Buyer. IN THE EVENT OF A BREACH OR REPUDIATION OF THIS AGREEMENT BY CCT, BUYER SHALL NOT BE ENTITLED TO ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY DELAY, CONSEQUENTIAL OR INCIDENTAL DAMAGES AS DEFINED IN SECTION 2-715 OF THE UNIFORM COMMERCIAL CODE AS ADOPTED IN THE STATE OF MINNESOTA.