

PHASEMASTER® ROTARY PHASE CONVERTERS MINIPHASE® STATIC ONVERTERS

TERMS & CONDITIONS OF SALE

The World Leader in Single to Three-Phase Electric Power Conversion

GENERAL AGREEMENT

All sales are expressly conditioned on the terms and conditions set forth on this form, along with those contained in any attachments hereto. No additional or different terms shall apply unless expressly agreed in writing by a duly authorized representative of Kay Industries, Inc., the "Manufacturer." Acceptance of a payment for any goods constitutes Buyer's agreement to the Kay Industries terms and conditions.

PRICES

All prices quoted are product prices, F.O.B. factory and do not include freight charges. Shipping costs will be added to the invoice and shown as a separate charge. Unless otherwise quoted, prices shall be those published and in effect at the time of shipment. Title and risk of loss to goods pass to Buyer upon delivery to carrier. Prices are subject to change without notice.

PAYMENT TERMS

Kay Industries will extend open account terms of **payment in full within 30 days from date of shipment** to customers who are regularly engaged in the business of reselling or manufacturing industrial equipment. Such credit will be granted at the sole discretion of Kay Industries to those companies with acceptable financial standing based on submission and verification of appropriate bank and trade references. All sales to other customers require payment prior to or at time of delivery. Otherwise, orders can be accepted on 1) VISA 2) Master Card 3) American Express, 4) electronic funds transfer, or 5) cash, money order, certified check, cashiers check.

WARRANTIES

All products of our manufacture are guaranteed against faulty material or workmanship for a period of two years from the date of installation or 25 months from date of shipment from the factory, whichever period first expires. The final decision that an original defect shall rest with the Manufacturer. The liability of the Manufacturer is limited to the renewal or replacement of the defective part. In no case will the Manufacturer be liable for damage or loss incurred because of interruption of service or for consequential damages, transportation, or labor. The manufacturer will not be responsible for any of its products which have been improperly installed in any way. This warranty shall not apply to any of the manufacturer's products that must be replaced because of normal wear,

that have been subjected to misapplication, misuse, neglect, accident, or that have been repaired or altered outside of the Manufacturer's factory unless expressly authorized by the Manufacturer.

DELIVERY

Shipping dates given in advance of actual shipment are estimated. Manufacturer shall not be liable for failure to perform or delay in performance resulting from fire or other casualty, loss, labor difficulties, transportation problems, interruptions or delays in the usual source of supply, or any other cause beyond its reasonable control. Responsibility for filing damage claims rests with the buyer. We will gladly render any assistance necessary to pursue your claim against the transportation carrier. Goods must be inspected for concealed damage immediately upon delivery.

TAXES

Buyer certifies that the sale of goods is exempt from sales, use, or other taxes and Buyer assumes the liability for any such tax which may be found due to be due, hereby agreeing to indemnify and hold the Manufacturer harmless with respect thereto.

SERVICE CHARGES

A service charge in the amount of 1.5% (18% per annum) will be added to all past due invoices. Unless otherwise provided in writing by Kay Industries, an invoice is past due on the 31st day after the invoice date.

RETURNS

All requests for returns or exchange must be made within 60 days from date of shipment. A returned goods authorization (RGA) number must be issued by Kay Industries prior to any return. All returns must be shipped freight PREPAID to: Kay Industries, 7834 Queen Road, Plymouth, IN 46563. Manufacturer will not accept goods shipped freight collect. Reconditioning charges will be applied if necessary to repair, touch-up or repackage any goods to as-new condition. Restocking charge of 20% for standard units or 25% for special manufacture units will apply to all returns unless expressly waived in writing by Kay Industries. Restocking charges will be waived on exchanges within the allowable return period but reconditioning charges may apply depending on the condition of the returned converter. All sales are final after 60 days from date of shipment.



www.kayind.com

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604 N. Hill St.
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800-348-5257 219-289-5932 fax

Western Region Office
4127 Bay St. Suite 6
Fremont, CA 94538
510-656-8766 510-657-7283 fax

Info@kayind.com

EXTRA EXPENSE

No labor expense or other charges will be accepted by Kay Industries as a result of the use, repair, or modification of any goods sold hereunder, unless approved in writing by a duly authorized representative of Kay Industries prior to incurring such expense.

LIABILITY

Kay Industries shall not be liable for special, indirect, incidental, or consequential damages. The remedies of Buyer as set forth herein are exclusive, and the liability of Kay Industries with respect to contract of sale or anything done in connection therewith, whether in contract, tort, negligence, or under any warranty or otherwise, shall not exceed the price of goods upon which such liability is based.

FINANCIAL CONDITION

If in the opinion of Kay Industries, the financial condition of Buyer at any time fails to justify the terms of payment specified, Kay Industries reserves the right to require full or partial payment, or other adequate assurance of performance from Buyer before goods are manufactured or shipped. Kay Industries reserves the right to suspend shipments until such payment or adequate assurance of performance has been received.

PAYMENT DEFAULT

In the event that the Buyer defaults in payment, Buyer shall be liable for all collection costs incurred by Kay Industries including, but not limited to, attorney and collection agency fees.

WAIVER

Nothing contained herein shall be construed to limit or waive any rights of Kay Industries under applicable federal, state, or local laws.

ASSIGNMENT

Buyer may not assign any rights hereunder without the prior written consent of an duly authorized representative of Kay Industries

DESIGN CHANGES

Kay Industries reserves the right to make design, engineering, and packaging changes where such changes do not interfere with the use for which such products were manufactured.

OTHER TERMS AND CONDITIONS

No terms and conditions other than those herein stated, and no agreement or understanding, in any way purporting to modify these terms or conditions, shall be binding upon Kay Industries unless agreed in writing by a duly authorized representative of Kay Industries.

SERVICE RATES

Field inspection, service and start-up supervision is available at a rate of \$ 500.00 for any portion of a day or a full day plus all travel expenses.

Kay Industries Inc.

Revised 5/1/2001