

PG IMTECH OF CALIFORNIA, LLC.

TERMS & CONDITIONS

FOR IMPREGNATION, LEAK TESTING, VACUUM VAPOR DEGREASING AND OTHER SERVICES

PRICE:

Pricing: Each piece is priced individually reflecting the services and processes utilized in processing that individual piece.

All price quotations are to our plant F.O.B. delivered, and are from our plant F.O.B. Santa Fe Springs, CA, and prevail as of date of acceptance of order which is when processing begins on customer's property. Should the physical presence of parts in our facility indicate a material difference in specification, scope of work, or volume, Imtech reserves the right to adjust prices accordingly. Further, our pricing is based on our entire terms and conditions as described herein. Any changes to these terms and conditions will substantially and directly affect the prices quoted. Impregnation, vacuum vapor degreasing and leak testing do not alter the dimensions or other characteristics of the part. However, slight changes in surface color may result from these processes.

TAXES:

Any duties, taxes, etc. or other charges imposed by Federal, State, or Municipal authorities are the responsibility of and shall be paid by purchaser.

CREDIT LIMIT:

Unless otherwise agreed in writing, Imtech's standard credit limit is \$1,000 based on acceptable credit reference supplied by the customer.

CLAIMS:

- 1) **Our liability for claims or damage to customer's parts or materials during processing is specifically limited and shall at no time exceed our charge for the work done per each individual piece.**
- 2) Should the value of a customer's part exceed these limitations, then upon written notification and instructions and at the customer's cost and expense, Imtech will specifically insure parts to the value requested by the customer.
- 3) No claims for shortage, damage or processing will be considered unless made within five days after shipment from our facility.
- 4) Failure of customer to indicate plainly and correctly the type of material or alloy to be processed, unique designs or technical limitations of the part shall release us from any
- 5) liability and may cause an extra charge to be made to cover any additional expense incurred as a result thereof.
- 6) We shall not be liable for delays in performance of order processing or in delivery of shipment when non-performance or delay arises from causes beyond our control.

CONDITIONS:

- 1) Purchase Orders: All materials sent to Imtech for processing shall be described in a Purchase Order for Imtech's services, noting the number of parts of each category, weight packaging and estimated final delivery date. The customer shall provide a weekly release schedule to Imtech on a timely basis detailing those parts that are to be processed. The release shall allow for Imtech's standard 3-5-day process time.
- 2) Terms: Net 30.
- 3) Method of Payment: All Imtech services and processes performed on Hubbell parts shall be invoiced on the last day of the week in which they are performed and shall be paid in US Dollars according to the terms outlined in this agreement.
- 4) Special Expedite Orders: All orders requiring less than our normal minimum lead time of three to five working days (depending upon current shop backlog) will be subject to an overtime and/or special handling charge for all such orders.
- 5) Storage Insurance: (TBD)
- 6) Certifications: Unless otherwise specifically requested and quoted, Imtech's impregnation certification to MIL-STD-276A using materials certified to MIL-I-17563C conforms to industry practice and omits these following items: Section 4.1 (Preliminary Test for Pressure Tightness), Section 4.3.2 (Cleaning), Section 4.8 (Marking) and Section 4.10 through 4.11 (Proof Pressure Test, Cleaning, Re-Impregnation).
- 7) Shipping: Stackable bins, with all shipping/trucking and documentation charges paid by the customer.
- 8) Inspection: Incoming inspection shall consist of verification of the number of containers, each container's total weight and identification of part number or description. Formal inspection for damage, and verification of the individual part counts will be done when the parts are released for processing.
- 9) Stamping: Parts shall be stamped upon completion of Impregnation process.
- 10) Packaging: Imtech disclaims any liability for packaging of customer's parts and relies upon the customer to provide adequate packaging of their parts for both delivery and return.

OTHER TERMS:

Any changes or alterations to these terms and conditions must be in writing and signed by an authorized officer of PG Imtech of California, Inc. Additionally, all services are subject to PG Imtech of California, Inc's General Terms and Conditions which are an integral part of the conditions of services provided.