



PROCESS AUTOMATION & CONTROL, Inc.

Control System Design & Service
For Process & Power Applications

STANDARD TERMS AND CONDITIONS OF SALE

TERMS OF PAYMENT: Standard terms of payment for goods or services are Net 30 days from date of invoice or as determined by our credit department. All payments are due and payable in accordance with the terms shown on the invoice issued. All payments shall be made to the address specified on such invoice. If all of the goods or services are not delivered or performed at one time, the purchaser shall pay the price applicable to the goods delivered or services performed. Each shipment shall be considered a separate and independent transaction. All shipments, deliveries and performance of work shall at all times be subject to the credit approval of Process Automation and Control, Inc. Process Automation and Control, Inc. may at any time decline to make any shipments or deliveries, or perform any work, except upon a receipt of payment or upon terms or security arrangements satisfactory to Process Automation and Control, Inc. **Annual finance charges of 18% will be assessed monthly at the rate of 1.5% for all invoices over thirty (30) days old from the date of invoice. All credit card sales are subject to a 3% processing fee at time of transaction.**

CONTRACTS AND MILESTONE PROGRESS PAYMENTS: Contracts and Milestone Progress Payments are negotiated with purchasing agent or contract administrator. The terms are determined by the length and scope of the project.

PAYMENTS: Pro rata payments shall become due as shipments are made. If the purchaser delays shipments, payments shall become due on the date when Process Automation and Control, Inc. are prepared to make shipment. If the work to be performed is delayed by the purchaser, payments shall be made based on the purchase price and the percentage of completion. Equipment held for the purchaser shall be at the risk and expense of the purchaser. If the financial condition of the purchaser at any time does not, in the judgment of Process Automation and Control, Inc. justify continuance of the work to be performed by Process Automation and Control, Inc. hereunder on the terms of payment agreed upon, Process Automation and Control, Inc. may require full or partial payment in advance or shall be entitled to cancel any order then outstanding and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of the purchaser or in the event any proceedings are brought against the purchaser, voluntary or involuntary, under the bankruptcy or any insolvency laws, Process Automation and Control, Inc. shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its reasonable and proper cancellation charges. The rights of Process Automation and Control, Inc. under this paragraph are cumulative and in addition to all rights available to Process Automation and Control, Inc. at law or in equity.



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QUOTATION AND ESCALATION: Unless otherwise specified by Process Automation and Control, Inc., quoted prices shall be effective for thirty (30) days. The prices quoted are firm for acceptance within thirty (30) days of quotation assuming shipment may be made within a normal sixty (60) day period after day of acceptance by purchaser. Should purchaser require shipment to be made at a date later than would occur within this normal period or should seller be unable for any other reason beyond its control to ship within said normal period, seller reserves the right to invoice at the prices in effect at time of shipment. Seller reserves the right to correct any proven clerical or stenographic errors.

MINIMUM BILLING: Minimum billing is 4 hours. All rates stated are for the hours of 8:00 AM to 5:00 PM local time, Monday - Friday. For the hours 5:00 PM to 8:00 AM and/ or Saturday, hours are invoiced at stated cost times 1.5. For service on recognized holidays and 5:00 PM to Midnight Saturday and all day Sunday, hours are invoiced at stated cost times 2.0.

SHIPMENT: Unless otherwise specified, all shipments are F.O.B. Process Automation and Control, Inc., facility from where the products are shipped. Process Automation and Control, Inc., liability shall cease upon delivery to the carrier at the F.O.B. point. In the absence of specific instructions, Process Automation and Control, Inc., will select the carrier.

DELIVERY TERMS: Shipping dates quoted and acknowledged by Process Automation and Control, Inc., are approximate. Process Automation and Control, Inc., will use its best efforts to fill all orders within the dates quoted, however, final shipping schedules shall be subject to any conditions that may prevent compliance with acknowledged delivery schedules. Process Automation and Control, Inc., shall not be liable for any damages of whatever kind for failure to give notice of any delay and such delay shall not constitute grounds for cancellations or termination.

INSPECTION AND ACCEPTANCE: Buyer must notify Process Automation and Control, Inc., in writing within thirty (30) days from date of shipment if any products are found to be unsatisfactory, and also state the specific reason(s) for rejection. If such notice of rejection is not received by Process Automation and Control, Inc., goods shall be deemed to be accepted by the buyer. Goods returned in accordance with above shall be shipped to Process Automation and Control, Inc., prepaid. If Process Automation and Control, Inc., determines that the rejected goods do not conform to the terms of the contract; Process Automation and Control, Inc., shall repair and correct any deficiencies, or replace at our option, and return conforming goods to buyer, transportation prepaid. In the event Process Automation and Control, Inc., determines that the returned goods conform to the terms of this contract, Process Automation and Control, Inc., shall return the conforming goods to the buyer collect. Buyer agrees to pay to Process Automation and Control, Inc., the cost and expense of inspection and handling. Title and insurable interest in the returned goods shall remain with the buyer until such time Process Automation and Control, Inc., shall determine that the goods do not conform to this contract.