



Energy Efficient Products, Systems and Services Provider

TERMS AND CONDITIONS FOR SALE OF PRODUCTS AND SERVICES (revised 07/28/08)

1. ACCEPTANCE AND CANCELLATION OF ORDERS

All orders are subject to acceptance by FTM in writing by a duly authorized agent of FTM; any written acknowledgement of receipt of an order shall not, in and of itself, constitute such acceptance. Orders accepted by FTM may be cancelled by Customer upon written consent of FTM and provided such order is not "NC/NR" or "NON-CANCELABLE/NON-RETURNABLE" as defined by FTM and/or FTM's supplier. In the event of cancellation or other withdrawal of an order for any reason and without limiting any other remedy which FTM may have as a result of such cancellation or other withdrawal, reasonable cancellation or restocking charges, which shall include all expenses than incurred and commitments made by FTM, shall be paid by Customer to FTM. Customer requests to reschedule are subject to acceptance by FTM in its sole discretion. Orders may not be canceled or rescheduled after the order has been submitted by FTM or FTM's supplier to the shipment carrier.

1A. RETURNS

Customer must notify FTM within 90 days from date of shipment of any defective product. (See FTM'S LIMITED WARRANTY for further information.) Returns are normally accepted when completed within 30 days of the ship date. If FTM agrees to accept a return, return freight charges must be prepaid by customer. We will not accept COD shipments. Products will require that they be returned directly to the manufacturer. Contact a sales representative for a return authorization number and addressing instructions prior to returning product. The forgoing statements concerning Returns do not apply to NON-CANCELABLE/NON-RETURNABLE PRODUCTS.

2. PRICES

Orders are billed at the prices (in US dollars) as specified by the applicable FTM quote and will be applicable for the period specified said quote. If no period is specified, quoted prices will be applicable for thirty (30) days. Seller shall not be liable if material quoted is not approved, nor if Customer PO is not for quantities quoted by FTM. Prices are subject to increase in the event of an increase in FTM's costs or other circumstances beyond FTM's reasonable control. Actual cost to be based on prices in effect at time of purchase and Customer release for production. Prices are exclusive of taxes, freight/shipping, and other charges, including: sales, use, excise, and similar taxes or charges imposed by any government authority.

3. TERMS OF PAYMENT

All payments must be in US Dollars. Payment terms are as specified on the FTM quotation. If no terms are specified, payment in full is required at time of delivery of product (transferred to shipper).

Credit cards are accepted through the on-line PayPal service.

Customer agrees to pay the entire net amount of each invoice from FTM pursuant to the terms of each such invoice without offset or deduction. Orders are subject to credit approval by FTM, which may in its sole discretion at any time change the terms of Customer's credit, require payment in cash, bank wire transfer or by official bank check and/or require payment of any or all amounts due or to become due for Customer's order before shipment of any or all of the Products. If FTM reasonably believes that the Customer's ability to make payments may be impaired or if Customer fails to pay any invoice when due, FTM may suspend delivery of any order or any remaining balance thereof until such payment is made or cancel any order or any remaining balance thereof, and Customer will remain liable to pay for any Products already shipped and all Non-Cancelable/Non-Returnable Products ordered by Customer. Customer agrees to submit such financial information as FTM may reasonably require for determination of credit terms and/or continuation of credit terms. Checks are accepted subject to collection and the date of collection will be deemed the date of payment. Any check received from Customer may be applied by FTM against any obligation owing by Customer to FTM under this or any other contract, regardless of any statement appearing on or referring to such check, without discharging Customer's liability for any additional amounts owing by Customer to FTM. The acceptance by FTM of such check will not constitute a waiver of FTM's right to pursue the collection of any remaining balance. Invoices not paid when due will bear interest to date of payment at the annual rate of eighteen (18%) percent or such lower rate as may be the maximum permitted by law. If Customer fails to make payment when due, FTM may pursue any legal or equitable remedies, in which event FTM will be entitled to reimbursement for costs of collection and reasonable attorneys' fees. There is a \$25.00 service charge on all returned checks.

4. SALES TAX

When required by law FTM will collect Federal, State and/or Local sale, use, excise and other taxes which apply to a Customer's shipment. These taxes are in addition to the purchase price of the Products subject to an order. Customer will remit the correct tax unless they are tax exempt and FTM has a valid signed tax exemption certificate on file.

5. DELIVERY AND TITLE

All shipments by FTM are F.O.B. point of shipment from FTM's facility or the supplier's facility (drop-shipment) and the amount of all transportation charges will be paid to FTM by the Customer in addition to the purchase price of the Products. Subject to FTM's right of stoppage in transit, delivery of the Products to the carrier will constitute delivery to Customer and title and risk of loss will pass to Customer. FTM will make reasonable efforts to initiate shipment and schedule delivery as close as possible to Customer's requested delivery date(s). Customer acknowledges that delivery dates provided by FTM are estimates only and that FTM will not be liable for failure to deliver on such dates. Selection of the carrier and delivery route will be made by FTM unless specifically designated by Customer. FTM reserves the right to make deliveries in installments. Delay in delivery of one installment will not entitle Customer to cancel any other installment(s). Delivery of any installment of Products within thirty (30) days after the date requested will constitute a timely delivery. Delivery of a quantity which varies from the quantity specified shall not relieve Customer of the obligation to accept delivery and pay for the Products delivered.

6. FTM'S LIMITED WARRANTY

FTM agrees to transfer to Customer whatever transferable warranties FTM receives from the manufacturer of products sold to Customer. FTM makes no other warranty, express or implied, with respect to the Products. IN PARTICULAR, FTM MAKES NO WARRANTY RESPECTING THE MERCHANTABILITY OF THE PRODUCTS OR THEIR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OR RESPECTING INFRINGEMENT. FTM's liability arising out of any sale of products to Customer is expressly limited to either (1) Refund of the purchase price paid by Customer for such products (without interest), or (2) Repair and/or replacement of such products, at FTM's election, and such remedies shall be exclusive and in lieu of all others. Customer must notify FTM within 90 days from date of shipment of any defective product. This warranty is in lieu of any and all other warranties, whether oral, written, expressed, implied or statutory. Implied warranties of fitness for a particular purpose and merchantability are specifically excluded and shall not apply. Customer's obligations and FTM's remedies, with respect to defective or nonconforming products, are solely and exclusively as stated herein. Further, no warranty will apply if the Product has been subject to misuse, neglect, accident, modification, or altered in any way.

7. SUBMITTAL FORMAT

FTM will provide one (1) ELECTRONIC (pdf format) copy of the required submittal documents; hard copies can be provided at an additional charge.

8. O&M MANUALS

Danfoss provides one (1) copy of the "Danfoss Instruction Manual" with each drive. If additional hard copies are required, they are available at an additional charge. Electronic copies of Danfoss manuals are available free of charge at www.ftmsales.com