

## Milbank Terms and Conditions for Milbank PowerGen™

- Price & freight Policy: Prices and freight policy subject to change without notice.
- Minimum Billing: orders amounting to less than \$100 net will be billed at \$100 plus transportation charges. Non-stock items may be subject to minimum order quantity or short run set-up charge.
- Transportation Charges: All prices are F.O.B. shipping point with freight prepaid and allowed on all standard shipments of \$1,350.00 net or greater, subject to shipment at one time to same destination, on all Milbank metering, commercial & Industrial and PowerGen™ products. Customers will be billed for any non-standard additional delivery charges (such as liftgate, construction site, or residential delivery charges). **Customer is responsible for arranging a freight carrier (will call) for expedited freight and/or for arranging freight carrier (will call) after Milbank normal business hours (Mon-Fri 8am-5pm CST) for emergency storm related generator orders.**
- Cancellation: An order, once placed and accepted by us, can be cancelled only with our consent and under terms which will indemnify the corporation against loss.
- Returns: Generators purchased through Milbank are non-returnable. Any defective products may be returned by the purchaser to the third party manufacturer of the product in according with such third party manufacturer's warranty as it exists from time to time. Call Milbank PowerGen™ office to find a service warranty repair person in your area.
- Terms: Cash discount – 2% 30, net 31 days. Delinquent accounts may be closed without notice and orders held until payment is received.
- Export shipments: All material for export is F.O.B. shipping point and charged to the customer.
- Quotations: Quotations are subject to revision or re-quoting after 30 days from quote date. Review all quotes thoroughly for compliance with bid requirements. Any required changes including, but not limiting to, quantity, delivery date, product specifications, or destination may result in price adjustment or the voiding of the quote. Any increase in raw materials costs greater than 10% within the time of the quotation may necessitate the re-pricing of the quotation at Milbank's discretion.
- Delivery: We are not responsible for delays in shipment or installation. Ship dates are approximate and based on factory conditions at the time the order is accepted. We cannot guarantee specific performance or accept responsibility for any liquidated damages, back charges or other penalties that result from delayed delivery, regardless of the cause.
- WARRANTY: No warranty is provided by seller to purchasers of generator products. The purchaser's sole warranty will be any warranty provided to the purchaser by the third party manufacturer of such generator products. See the particular third party manufacturer's warranty for further details; the third party manufacturer's warranty may change from time to time. THE THIRD PARTY MANUFACTURER'S WARRANTY IS MADE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY, AND SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE GENERATOR PRODUCT LINE, WHETHER AS TO MERCHANTABILITY, FITNESS OR A PARTICULAR PURPOSE OR ANY OTHER MATTER. In no event shall seller be liable for consequential or incidental damages, and in on event shall seller's liability for any and all losses and damages sustained by the purchaser or any other person arising out of or by reason of the use of the generator product line, a defect by generator product line (whether discoverable or latent), a claim of negligence or for any other reason, shall not exceed the purchase price paid by the customer.