

# TORQ CORPORATION

## REPLACEMENT PARTS SALES POLICY

**QUALITY:** All centrifugal mechanisms and motor switches in this catalog are manufactured by us in Bedford, Ohio. We clearly mark all products manufactured by us with our name to provide our customers with the assurance of quality. Our sales policy is not to buy and resell any offshore "knockoffs" or attempted copies of motor switches. Our tests indicate that such offshore copies do not have the performance and reliability which you would want to provide to your customer.

**FACTORY DIRECT:** Our objective is to eliminate all unnecessary costs so as to provide the largest selection of replacement parts available at the lowest possible cost to motor repair shops.

**PRICES & PAYMENT TERMS:** F.O.B. Bedford, Ohio. Net 30 days with approved credit.

**CREDIT CARDS:** MasterCard and Visa are accepted when the card is issued in your Company name. An easy way to reduce your paperwork.

**MINIMUM BILLING:** \$10.00 domestic; \$50.00 export

**QUANTITY DISCOUNT:** When you order 10 or more of a catalog number, you receive a **discount of 10%** on that particular catalog number. When you order 50 or more of a catalog number, you receive a discount of 18% on that particular catalog number.

**FREE FAX LINE:** You can fax your order to us at ☎ (800) 883-5800. Your faxed order reduces possibility of error and you have a copy in hand of what's on order. It's the most efficient way! A **FREE Voice line** is also available - ☎ (800) 899-5533.

**SHIPMENT:** We understand that prompt shipment and responsive service are what earn your business. All cataloged products are shipped from stock within two working days. All shipments will be made via U.P.S. regular service unless otherwise specified by the buyer.

**RETURNS:** If you need to return product, call us within 30 days of invoice date and tell us why. We will credit your account upon receipt of product.

**OTHER CHARGES:** A charge will be made to your account of \$25.00 for each check requiring redeposit and \$50.00 for each check returned unpaid by our bank.

**RESALE ONLY:** Possession of this catalog does not provide the right to purchase from Torq. Ohio customers are required to have a tax exemption certificate on file with Torq.

**CONDITIONS OF SALE:** Replacement parts are sold under Torq's Conditions of Sale found on page 1.03.

# CONDITIONS OF SALE

The prices are based on the terms set out below. If you wish to negotiate a change in any of those terms, write or call us before placing your order. Unless a change is agreed to in writing and signed by Torq, for any goods ("The Goods") ordered by Buyer from Torq ("Seller"), the terms stated herein will constitute the entire contract between Seller and Buyer. If these terms differ from those contained in any of Buyer's forms, the terms in Buyer's forms will be disregarded, and Buyer's assent to the terms set forth below will be conclusively presumed by Buyer's sending a purchase order for the Goods without Seller's having agreed in writing to a change in such terms. All prices and the delivery schedule stated herein are subject to change without notice until Torq accepts Buyer's purchase order.

1. Limited Warranty. Seller warrants that the goods supplied ("the Goods") will conform to the description herein, that Seller will convey good title to the Goods free from any security interest unknown to Buyer, and that the Goods will be free from defects in material and workmanship when shipped to Buyer. SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT OF ANY PATENT), EXCEPT AS EXPRESSLY PROVIDED HEREIN.
2. Limitation of Remedies. If the Goods supplied do not conform to the limited warranty set out above, Seller will, at its option, (a) repair or replace the Goods which are defective or (b) refund so much of the purchase price as Buyer has paid for the defective Goods, provided that written notice of the defect and its nature is given to Seller as soon as practical after discovery of the defect, but in no event later than one year from the date of shipment by Seller.
3. Limitation of Liability. The remedy of repair, replacement, or refund of the purchase price is Buyer's sole and exclusive remedy and will satisfy all of Seller's liabilities, whether based on contract, negligence, tort, product liability, strict liability, or otherwise. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, NOR SHALL ITS LIABILITY IN CONNECTION WITH ANY GOODS OR SERVICE SOLD EXCEED THE SALES PRICE OF SUCH GOODS OR SERVICE.
4. Limitation of Actions. Any legal action against Seller for a default of its obligations to Buyer must be commenced within two years from the date the Goods were delivered to Buyer.
5. Prices. All prices are in U.S. dollars, F.O.B. point of shipment, unless otherwise stated. In case of prepaid shipments on a delivered basis, the actual material and freight charges at time of shipment will apply. If Buyer requests that all or any part of the Goods be scheduled for delivery more than 90 days from the order date, the prices stated herein are subject to any general price increase by Seller effective as of the date of scheduled deliver.
6. Taxes. The price of the goods does not include sales, use, excise, or other taxes now or hereafter imposed on the sale, delivery, or use of the Goods. Buyer will pay such taxes directly or reimburse Seller for any such taxes which Seller may be required to pay.
7. Payment. Unless otherwise agreed in writing, Buyer agrees to pay for the Goods on the basis of net cash 30 days from the date of invoice. Any unpaid account will bear interest at the rate of 1 1/2% per month from and after the date payment is due.
8. Risk of Loss. Title and risk of loss or damage shall pass from Seller to Buyer upon delivery by Seller to a common carrier for shipment to Buyer.
9. Deliveries. Acquisition, production, and delivery of the Goods by Seller are subject to strikes, threats of strikes, insurrection, governmental laws and regulations, fires, factory shutdowns, embargoes, war, riots, delays in transportation, calamities, and delays beyond the reasonable control of Seller, and any delays resulting from such cause will extend the delivery dates for the Goods.
10. Shipment. Each shipment will be a separate transaction, and payment will be made accordingly. Partial shipments may be made and invoiced separately. If Buyer is in default of any of its obligations to Seller (whether or not such obligation is in connection with the purchase of the Goods), or if it otherwise appears to Seller that Buyer may not make payments when due, Seller may, in addition to its other rights and remedies, defer shipments or deliveries hereunder, except upon receipt of the purchase price or satisfactory security.
11. Cancellation. Buyer's order cannot be cancelled except with Seller's consent and upon terms that will indemnify Seller against loss.
12. Typographical Errors. Buyer agrees that Seller may correct typographical or clerical errors which may be present in the prices, quantities, or specifications contained in any of the documents.
13. Credit for Returned Goods. No credit will be allowed for the Goods returned to Seller unless prior written permission has been granted by Seller.
14. Buyer's Property. Seller agrees to exercise reasonable care in the handling and storage of all property in Seller's possession which has been furnished by Buyer, but Seller is not responsible for loss thereof or damage thereto.
15. Assignment. No right or interest arising out of any contract between Seller and Buyer may be assigned by Buyer without the prior written consent of Seller.
16. Waiver and Modification. No waiver or modification of any of the terms contained herein shall bind Seller unless in writing and signed by Seller.
17. Governing Law. The validity, construction, and interpretation of any contract for the purchase of the Goods, and the rights and duties of the parties thereto shall be governed by the laws of Ohio without reference to Ohio's choice of law rules.
18. Entire Agreement. Seller is not bound by any representations, promises, or inducements of any kind unless set forth herein.