

SALES TERMS & CONDITIONS

1. All orders are subject to acceptance of DCO Distribution.
2. Prices shown on quotations or on acknowledgements of orders are DCO Distribution prices in effect on the date the quotation is made or the order is acknowledged. Shipments will be billed and paid for at DCO Distribution's price in effect on the date shipments are made. Unless otherwise specified quotations are based on Seller's standard commercial domestic packing. Stenographic and clerical errors are subject to correction. Prices are effective when issued and subject to change without notice. Georgia law shall cover this transaction.
3. Buyer is responsible for checking the accuracy of the shipment when material is received. If any discrepancy exists, please contact your DCO Distribution sales representative immediately. DCO Distribution shall not, under any circumstances be liable for any charges resulting from the incorrect product being installed after product has been received by the purchaser or buyer.
4. Delivery and shipment dates indicated on quotations or on acknowledgements of orders are estimates only and are not guaranteed. In the event that there are any delays in the deliveries, DCO Distribution shall not be liable therefore, and the Buyer agrees to accept such deliveries when made by DCO Distribution. If DCO Distribution's failure to perform arises out of causes beyond the control and without the fault of negligence of DCO Distribution, such causes including, but not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, DCO Distribution may cancel Buyer's order, in whole or in part, without liability to either party. Buyer may terminate an order only by mutual agreement based upon payment to DCO Distribution of reasonable and proper termination charges.
5. Payment of each invoice whether or not such invoice covers the entire order shall be made in accordance with the terms on the invoice.
6. If the buyer fails to fulfill the terms of payment of any invoice or if the financial responsibility of the buyer shall become impaired or unsatisfactory to DCO Distribution, or if necessitated by any act or requirements of any governmental authority. DCO Distribution, in its sole discretion, reserves the right to change terms of payment and/or defer or discontinue further shipments, without prejudice to any other lawful remedy, until past due payments are made and satisfactory assurances of buyer's credit standing are received by DCO Distribution. Where such acts or requirements of such governmental authority shall have been complied with, DCO Distribution also reserves the right in the case of any of the foregoing events to cancel the order, in which event the Buyer shall compensate DCO Distribution for any commitments, obligations, expenditures, expenses and costs that DCO Distribution may have incurred in connection with the order. Each shipment by DCO Distribution shall be considered a separate transaction and if payment is not received within the periods specified herein, DCO Distribution may bring a separate suit to recover the contract price of each shipment. Overdue invoices shall bear a service charge. Buyer's payment on overdue invoices shall be applied first against accrued service charge. Buyer agrees to pay DCO Distribution's cost of collection of overdue invoices, including reasonable attorney's fees.
7. DCO Distribution intends to supply cable in continuous lengths per spool or reel put-ups but cannot guarantee that each shipment will contain only continuous length material. In any instance where a spool or reel contains more than one length, a tag or label is affixed clearly indicating the exact lengths of the pieces contained and the total quantity of material contained. If only continuous length material is required, the order must state this. Hook-up wires may be supplied in non-continuous lengths with the lengths indicated on the spool. Spools of Teflon wire may contain more than one piece per M feet, length may vary + 10% from length shown.
8. Special constructions and catalog variation represent specific factory production, are not off the shelf shipments and are non-cancellable. DCO Distribution reserves the right to follow the wire industry practice of shipping within plus or minus 10% of the overall quantity ordered. In the case of special length requirements, and/or special constructions, 15% of the ordered lengths may be shipped in random length reels or spools. Unless agreed to in writing, special constructions and/or catalog variations will not be retained on DCO Distribution's premises beyond 90 days of manufacture. During this 90 day period, DCO Distribution will store the special constructions and/or catalog variations without charge to, but, as regards damage or loss, at the risk of, Buyer.
9. DCO Distribution will endeavor to make products available as ordered to meet Buyer's requirements, but reserves the right to allot its production as it deems best. Buyer agrees that DCO Distribution shall not be liable or responsible to Buyer to any extent upon failure to supply any amounts which may be agreed upon from time to time or making only part shipment against any order of buyer.
10. Products furnished hereunder shall be within tolerances, limits and sizes established by industry specifications.
11. DCO Distribution makes no warranty express or implied and any implied warranty or merchantability or fitness for use for a particular purpose which exceeds the foregoing warranty is hereby expressly disclaimed by DCO Distribution. Further, DCO Distribution shall not be liable for any consequential damages, loss or expenses arising in connection with the sale, reuse or inability to use its products for any purpose whatsoever.
12. If material is claimed to be inoperative, a short sample of the item must be forwarded to DCO Distribution with a written explanation of the return. Upon examination by DCO Distribution's inspection department, and verification of this problem, DCO Distribution will issue authorization to return the material freight collect for replacement or credit.
13. Claims of inoperative material must be made in writing within thirty (30) days of delivery of catalog stock items and within ten (10) days of delivery of special constructions and/or catalog variations. Failure to give such notice within the specified time shall constitute an unqualified acceptance and waiver of all claims. DCO Distribution's liability and responsibility for inoperative products is specifically limited to the inoperative item or to credit toward the original billing. All replacements by DCO Distribution under the provisions of this clause shall be made free of charge, F.O.B. delivery point called for in the original order. Products for which replacement has been made under the provisions of this clause shall become the property of DCO Distribution and shall be returned to DCO Distribution by the Buyer F.O.B. Buyer's city, provided that DCO Distribution has first supplied the buyer with shipping instructions.
14. Under no circumstances are products to be returned to DCO Distribution without DCO Distribution's written authorization and DCO Distribution reserves the right to scrap any unauthorized returns on a no credit basis.
15. DCO Distribution's liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connection with the supplying of any goods hereunder, or their sales, resale, operation, or use whether based on contract, warranty, tort (including negligence), or other grounds shall not exceed the price allowable to such goods or part thereof involved in the claim. DCO Distribution shall not, under any circumstances, be liable for any labor charges without the prior written consent of DCO Distribution.

DCO Distribution shall not in any event be liable whether as a breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incident or penal charges including, but not limited to, loss of revenue, loss of use of the product or any associated product, costs of capital, cost of substitute products, facilities or services, downtime costs, or claims of customers of the Buyer or such damages.

If DCO Distribution furnished Buyer with advice or other assistance which concerns any goods supplied hereunder, or any system or equipment in which such goods may be installed, and which is not pursuant to this contract, the furnishing of such advice or assistance will not subject DCO Distribution to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.
16. Prices do not include sales, use, excise or similar taxes in addition to the prices specified herein, the amount of any such present or future tax applicable to the sale of the products hereunder, whether imposed by federal, state, or local authorities shall be paid by the buyer.
17. All Shipments are F.O.B. shipping point. Ground transportation charges are prepaid/add or freight collect.

On prepaid shipments when allowed full payment must be received within 45 days from shipment for full freight allowance. Air freight shipments are shipped freight collect or third party billing only.
18. Where no color is specified, and more than one color is available DCO Distribution will supply most popular color. When Buyer does not specify put-up, DCO Distribution will ship most popular put-ups as listed in catalog.
19. The delegation or assignment by Buyer of any or all of its duties or rights hereunder without the written consent of DCO Distribution shall be void.
20. In the event that there is any inconsistency between DCO Distribution's terms and conditions as stated herein and the terms and conditions of any order or contract submitted by the Buyer, DCO Distribution's terms and conditions shall prevail. Any representation, affirmation of fact and course of dealings, promise or condition in connection therewith or usage of trade not incorporated herein, shall not be binding on either party. No waiver, alteration or modification of any of the provisions hereof shall be binding upon DCO Distribution, unless specifically assented to in writing by an authorized representative of DCO Distribution management.