

## Industrial Products Additional Terms of Quotation (November 2016)

- **End User:** Please provide the name of the End User on the Purchase Order (EAR Restricted item.)
- **Restricted Item:** this item is restricted by the US Government with regard to export. As such, you must provide the End User and final destination prior to order. You will also be required to complete Form BIS-711 Statement by Ultimate Consignee and Purchaser.
- **License Requirement:** You will be required to complete Form BIS-711 Statement by Ultimate Consignee and Purchaser.
- **Non-Blanket Orders:** Seller will provide Buyer at least one week prior to scheduled release, ship to location, shipping method and special shipping instructions. If at the time of scheduled ship date this information is not obtained, Buyer will ship to Seller's main address with ITT's preferred carrier and freight charges will be added to commercial invoice.
  - No changes may be made by Buyer in design, quantity, or release dates without seller's prior written approval. Any changes could result in an increase in pricing and/or lead times.
  - After acceptance by Seller, Buyer's order is not subject to cancellation, change, reduction in amounts, or suspension or delay of shipment, except with Seller's written consent. Cancelled orders consented to by Seller are subject to full cancellation charges, based upon expenses incurred by Seller up to the time of cancellation (including a reasonable profit on such expenses). A minimum cancellation charge of 25% will be applied, regardless of the expenses incurred by Seller.
  - All custom products are non-refundable. Cancellation by the Buyer of blanket orders will result in charges for all finished goods, work-in-progress, and parts that are in stock or non-cancellable.
- **Blanket Orders:** Unless otherwise agreed upon by both parties, Buyer agrees to take possession of the entire blanket order quantity within one year from the original purchase order date. If at time of expiration Buyer has remaining scheduled releases, Seller will notify Buyer and ship the product within 30 days. Buyer agrees to specify the release schedule for the entire blanket order quantity at the time of purchase order placement. The Seller will agree to review potential changes in the delivery schedule when notified at a minimum 45 days before the scheduled release.
  - No changes may be made by Buyer in design, quantity, or release dates without seller's prior written approval. Any changes could result in an increase in pricing and/or lead times.
  - After acceptance by Seller, Buyer's order is not subject to cancellation, change, reduction in amounts, or suspension or delay of shipment, except with Seller's written consent. Cancelled orders consented to by Seller are subject to full cancellation charges, based upon expenses incurred by Seller up to the time of cancellation (including a reasonable profit on such expenses). A minimum cancellation charge of 25% will be applied, regardless of the expenses incurred by Seller.
  - All custom products are non-refundable. Cancellation by the Buyer of blanket orders will result in charges for all finished goods, work-in-progress, and parts that are in stock or non-cancellable.
- **Distributor:**
  - Orders under \$100 list will not be accepted
  - Purchase order must contain delivery dates for entire volume ordered
  - Certificate of compliance - \$25.00 net adder
  - Cancellation charges - minimum 25% of the open order value
    - All orders for custom products are non-cancellable
    - Actual fee to be based on expenses incurred by seller
  - RE-STOCKING
    - 35% original order value
    - Product must be less than 12 months old

- Excludes custom products and some select standard products.
- Expedite fee - to be negotiated. Contact factory for feasibility and fees associated with expediting or placing orders with less than quoted lead times.
- Unless specifically noted on the purchase order, Seller can deliver goods 2 weeks prior to acknowledged delivery without prior written authorization by Buyer.