

Lester Electrical

Sales Terms and Conditions

1. **ORDER ACCEPTANCE:** Lester Electrical (Seller) agrees to sell the Products or provide the Services identified in this Sales Order Acknowledgement solely upon and subject to the Sales Terms and Conditions set forth herein. In the event any Buyer-issued purchase order, change and or other document contains any terms or conditions that are inconsistent with, different from or in addition to these Sales Terms and Conditions, the terms and conditions set forth herein shall be controlling and, except to the extent agreed to by Seller in advance and in writing, such additional, conflicting or inconsistent terms shall be of no force or effect whatsoever as between the parties hereto. Buyer shall immediately sign and return the Sales Order Acknowledgement to Seller. Seller shall be under no duty to ship Products or provide Services to Buyer until Seller receives the signed Order Acknowledgment. If Buyer fails to sign and return the Sales Order Acknowledgement, Seller may, at its sole discretion, ship Products or provide Services to Buyer and Buyer's acceptance of such Products or Services shall be deemed to be Buyer's agreement to be bound by these Sales Terms and Conditions.

2. **PRICES AND PAYMENT TERMS:** Buyer agrees to pay Seller the price(s) shown on the Sales Order Acknowledgement within the Payment Terms from date of invoice specified. Buyer also agrees to pay surcharges (if any) in effect at time of shipment. If Buyer fails to pay any invoice in accordance with its Payment Terms, Buyer agrees to pay interest at the rate of 1.5% per month, or if less, the maximum rate permitted by applicable law, from the date of the invoice until paid in full on all amounts past due as well as all costs of collection, which shall include, but not be limited to, reasonable attorney's fees and court costs incurred by Seller. Seller may defer or cancel additional shipments until all past due amounts are received. Seller, at its sole discretion, may change credit and payment terms at any time upon prior written notice to Buyer.

3. **FREIGHT TERMS, TITLE AND RISK:** Shipments will be made according to the Freight Terms specified on the Sales Order Acknowledgement. Unless instructed otherwise by Buyer, the point of shipment, carrier and route of shipment are at the discretion of Seller. Title to Products sold F.O.B. Seller's factory or warehouse shall pass to the Buyer upon delivery to carrier. Title on shipments made F.O.B. destination shall pass to Buyer upon arrival at the specified destination. The Buyer assumes all risk of loss to the Products from and after the time at which title passes. Freight charges are the responsibility of the Buyer, unless otherwise agreed to in writing. Based on the type of Products ordered and available shipping methods, Seller may decide to prepay freight charges and add a corresponding amount to the invoice. If so, Buyer agrees to pay such amount.

4. **TAXES:** Buyer shall be responsible for all taxes and duties imposed by any governmental authority upon the production, sale, use or shipment of Products or Services ordered.

5. **DELIVERY DATES:** Delivery dates specified on this Sales Order Acknowledgement are subject to change and are predicated on conditions existing at the time of order acknowledgement. Seller shall exercise commercially reasonable efforts to deliver within the time quoted but does not guarantee to do so, and shall not be held responsible for any loss or damage of any kind or nature whatsoever caused by the delay in delivery regardless of the cause of such delay.

6. **CANCELLATION:** This order is not subject to cancellation or reduction without Seller's prior written consent. Buyer acknowledges that Seller will begin to purchase materials and supplies to fulfill this order. If Seller consents to such request, Buyer agrees to reimburse Seller for all such expenses (less salvage value) incurred by Seller to date of consent.

7. **INTELLECTUAL PROPERTY:** Buyer acknowledges that Seller is the sole owner of certain designs, patents and trade secrets (Intellectual Property) that may be used with or incorporated into the Products and Services delivered to Seller pursuant to this Sale Order Acknowledgement. Buyer is prohibited from using Seller's Intellectual Property for any purpose, other than the normal intended commercial use of the Products and Services delivered hereunder. Accordingly, Buyer agrees to maintain Seller's Intellectual Property in confidence, and except as provided above, to not directly or indirectly use or reverse engineer all or any part of Seller's Intellectual Property for any purpose or disclose all or any part of Seller's Intellectual Property to any third party.

8. **LIMITED WARRANTY:** Subject to the limitations, exclusions and disclaimer set forth below, Lester Electrical warrants to the customer as identified in the original Sales Order Acknowledgment received by Lester and to the original purchaser from such customer or dealer (collectively, the "Customer") that each Lester product will, in normal use and service, be free from defects in material and workmanship for the applicable warranty period set forth below:

	<u>Product</u>	<u>Warranty Period</u>
(i)	New battery chargers:	Two (2) years from date of manufacture
(ii)	New products other than battery chargers:	One (1) year from date of manufacture
(iii)	Used or remanufactured products:	Ninety (90) days from the date of sale

9. **LIMITATION OF LIMITED WARRANTY:** This limited warranty does not cover any semiconductor parts, such as diodes, which are vulnerable to electrical overloads beyond the control of Lester, or components not manufactured by Lester, which include, but are not limited to, relays, circuit breakers, timers, and ammeters. The warranty on components not manufactured by Lester is limited to the terms specified in the original manufacturer's warranty, if any. In addition, this warranty does not cover any defect which is not reported to Lester within the applicable warranty period set forth above or any product that has been subject to misuse, neglect, negligence, modification, or accident, or operated in any way that is contrary to instructions specified on the charger case or in the applicable owner's manual.

10. **BUYER'S REMEDIES:** Defective products or parts should be sent with transportation charges prepaid to the Lester factory at the address noted below. To do so, first obtain a "Return Material Authorization" (RMA) number by calling the Service Department of Lester Electrical (402 477-8988) or by e-mailing service@lesterelectrical.com and then send the defective product with transportation charges prepaid to:

Lester Electrical
625 West A Street
Lincoln, NE 68522-1794 USA
Attention: Service Department
RMA # _____

If the product or parts are found in the reasonable judgment of Lester to be defective in material or workmanship, Lester's sole obligation shall be to repair or replace such products or parts as may be appropriate in the circumstances. Repair or replacement will be at the discretion of Lester, with replacements being made using current models or parts performing the equivalent function. All warranty repair work performed at the Lester factory will be completed within a reasonable time after receipt of defective items and at Lester's cost. For warranty repair work performed at facilities other than the Lester factory, Lester will provide only the required replacement products or parts.

11. **LIMITATION ON COVERED COSTS:** Lester's obligation under this warranty is strictly and exclusively limited to the repair or replacement of defective products or parts as determined by Lester in its reasonable discretion. Labor charges other than those incurred at the Lester factory are not covered under this warranty and are the responsibility of the customer. All expenses associated with delivering defective items to the Lester factory and the expense of returning repaired or replaced items from the Lester factory to the customer will be paid by the customer.

12. **LIMITATION ON LIABILITY:** Except as is otherwise expressly set forth above, Lester's liability to the customer, any end user or any third party for any goods or services which do not conform to the limited warranties set forth above shall not, in any event, exceed the amount paid to Lester for such non-conforming goods or services as determined pursuant to the applicable purchase order.

13. **LIMITATION ON THE NATURE OF DAMAGES:** Except as expressly provided above, Lester shall not, under any circumstances, be liable to the customer or any end user or third party for any special, indirect, incidental, consequential, liquidated or punitive damages of any name, nature or description as a result of the failure of any goods or services purchased by the customer from Lester.

14. **DISCLAIMER OF IMPLIED WARRANTIES:** Except as is otherwise expressly set forth herein, Lester makes no other representations or warranties of any kind whatsoever, whether express or implied, by operation of law or otherwise with respect to any goods or services that Lester has manufactured, fabricated, produced, sold or provided to the customer, including without limitation any representation or warranty with respect to merchantability or fitness for any particular purpose or use, all of which are hereby expressly excluded.

15. **AMENDMENT:** No changes, modifications or amendments to these Sales Terms and Conditions shall be valid unless agreed to in advance and in writing and signed by a duly authorized representative of Seller.

16. **NO WAIVER:** No failure or delay by Seller to exercise any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof, or the exercise of any other right, power or privilege.

17. **GOVERNING LAW:** This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Nebraska. Any legal action or proceeding with respect to this Agreement or any document related hereto shall be brought only in the district courts of Nebraska, or the United States District Court for the District of Nebraska, and, by execution and delivery of this Agreement, each party hereto hereby accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. The parties hereto hereby irrevocably waive any objection, including, without limitation, any *forum non conveniens*, which any of them may now or hereafter have to the bringing of such action or proceeding in such respective jurisdictions.