



# TERMS AND CONDITIONS OF SALE

Prices subject to change without notice

These terms and conditions apply to purchases of Kenall products and materials (collectively, "Products") by authorized distributors ("Distributor"). Kenall will not recognize any modifications of these terms or conditions unless agreed to specifically in a writing signed by an authorized representative of Kenall. The terms of a valid, in-force master distributor agreement between Kenall and Distributor, if any, take precedence over these terms and conditions to the extent of any inconsistency. Any terms and conditions contained in any Distributor purchase order or other document, that are not consistent herewith, or contain additional or different terms, shall be deemed rejected/disregarded absent a written agreement to the contrary.

## ORDER ACCEPTANCE

1. All orders are subject to credit approval and final acceptance by Kenall. Orders will not be accepted if the order, prices, or terms are incorrect. Order acceptance occurs when all order corrections have been made. Orders will be processed after acceptance.
2. Distributor trading area for Kenall product "SELECT DISTRIBUTION" system shall be limited to the territory assigned to and serviced by our sales representative. Kenall reserves the right to refuse to accept orders for a destination outside the distributor's trading area as herein defined.
3. Any distributor not meeting our credit standard may also have its order refused and be subject to termination of authorized distributor status.
4. Equipment placed upon hold after the production process has been initiated will be invoiced in full with a monthly storage charge invoiced until released. Normal terms of payment will apply.

## CUSTOM ORDERS

1. Orders for standard product modifications are subject to minimum quantities and/or set up charges and require longer lead times to ship.
2. No order will be produced until an approved cut sheet, drawing or sample is forwarded to Kenosha, WI which shall serve as the approved specification in its entirety.
3. Orders for special or custom equipment are subject to cancellation charges and are non-returnable.

## PRICING

1. Written quotations expire 60 days from date of quotation unless otherwise specified in writing.
2. Prices are subject to change without notice.

## TERMS

Net 30 days. Kenall reserves the right to assess late charges of 1.5% per month on all past due balances.

## MINIMUM BILLING

Minimum billing per order is \$100 plus freight charges.

## DELIVERY

1. Any shipment within the continental USA with invoice amount of \$3000.00 or more will be prepaid and allowed. Prepay and add if invoice amount is less than \$3000.00.
2. Prepaid freight is based on the most cost-effective routing as determined by Kenall. Additional cost due to special routing (such as, airfreight at the customer's request) will be charged to the customer.
3. The shipment date is an approximation for the week of shipment. Please consult with our Customer Service Department for delivery information if specific timing is critical. Kenall cannot be held responsible for delayed delivery and will not accept any back charge or penalty (including expedited freight) without prior officer written approval.
4. All shipments are F.O.B Kenosha, WI and all products are shipped at receiver/customer risk. Title to goods passes to receiver/customer and Kenall's responsibility for safe delivery ceases when equipment is accepted in good order by the carrier. The receiver/customer must inspect the products immediately upon its receipt for apparent and/or concealed damages and shortages. Claims for damages or shortages in transit are the responsibility of the receiver/customer and must be made within 30 days of shipment.
5. The Products shall be packaged and shipped in accordance with all environmental, health and safety laws, including, but not limited to, the Hazardous Materials Transportation Act of 1975, as amended.

## RETURNS

1. All returned goods must be accompanied by a "Return Goods Authorization" which can be obtained through Kenall's Field Service Team at [FieldService@kenall.com](mailto:FieldService@kenall.com). Except for warranty returns, Kenall will not authorize returns with a value of less than \$300.
2. Request to return material must be made in writing within 60 days from date of shipment and must show invoice number, date and quantities of items by catalog numbers. Authorized returns are valid for 60 days. Return freight to be prepaid.
3. No deduction for return of material is allowed until credit memo has been issued.
4. Material must be new in unopened cartons and in the current guide. Consult Kenall Field Service Team for return of items not in guide. Credit will be issued only for salvageable parts if the unit has been mounted, is damaged or modified.
5. Custom, Transportation, Medical, Sealed Enclosure and Security Detention fixtures are non-cancelable and non-returnable.
6. Credit will be issued at the invoice amount for the specific shipment from which will be deducted the expense for transportation both ways. A minimum service charge of 50% of the invoice value or \$300 whichever is greater, to partially cover the cost of handling and repacking in new cartons. Actual service charge will be determined by the condition of the units as received by Kenall.
7. Credit will be allowed for only the actual quantity received by Kenall.

8. We reserve the right to limit the returns from any one job to 15% of the value of the job unless the material is being exchanged for other Kenall material for the same job.
9. If unauthorized items are returned and received without a pre-authorized RGA, or goods are received that are non-returnable, these items may be returned, without credit issued, freight collect or destroyed at customer's choice. Returns outside of guidelines could be subject to a 50% restocking fee.
10. Parts and/or components of complete fixtures will not be acceptable for return and credit.

## SALES TAX

An order placed and accepted by Kenall is subject to payment by Distributor of any applicable local, state, or federal sales or use tax, whether or not invoiced, unless an exemption number or certificate has been provided.

## ERRORS

Typographical or clerical errors including but not limited to published price sheets, quotations, orders, or acknowledgements are subject to correction.

## USE OF MARKS

No license is granted hereunder by either party to use its marks, trademarks, service marks, tradenames, or logos. Any such use, including without limitation use for publicity, marketing, client reference or other related purposes, must be explicitly permitted in a separate written license from the owner, executed by duly authorized representatives of both parties. All Products are sold under trademark and Distributor cannot alter, modify or infringe upon such trademark.

## WARRANTY

1. Kenall reserves the right to issue credit, repair or replace the defective merchandise at its option, upon notification and confirmation by its sales representative of the defect. Kenall also reserves the right to examine the defective product. If the defect is questionable and to deny the warranty herein for any product altered, improperly installed or installed in applications for which it was not intended.
2. Kenall assumes no responsibility for labor or freight costs incurred in connection with the installation, removal or replacement of products determined to be defective or any other consequential or incidental damages arising from the use of the product. Kenall's entire liability of any claim of loss or damage resulting from a defective product is limited to the replacement price of the product.
3. See applicable product warranty at [www.kenall.com](http://www.kenall.com)

## CERTIFICATION

1, All fixtures are U.L. or ETL listed. Except for exit signs where otherwise noted, all fixtures are listed for damp or wet location in their intended mounting orientation.





# TERMS AND CONDITIONS OF SALE

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## LIMITATION ON LIABILITY

IT IS UNDERSTOOD AND AGREED THAT KENALL'S LIABILITY HEREUNDER OR IN CONNECTION WITH THE MANUFACTURE OR SALE OF THE PRODUCTS DESCRIBED HEREIN, WHETHER IN CONTRACT, IN TORT, FOR INFRINGEMENT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE AMOUNT OF THE PURCHASE PRICE PAID BY DISTRIBUTOR. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED IN THE INDEMNIFICATION PROVISION(S) OF THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (OR TO ANY PERSON OR ENTITY CLAIMING THROUGH THE OTHER PARTY) FOR LOST PROFITS OR FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THIS AGREEMENT, ANY STATEMENT OF WORK OR PURCHASE ORDER OR THE SUBJECT MATTER THEREOF, REGARDLESS OF THE BASIS ON WHICH THE PARTY IS ENTITLED TO CLAIM DAMAGES FROM THE OTHER PARTY (INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, MISREPRESENTATION, OR OTHER CONTRACT OR TORT CLAIM) AND WHETHER OR NOT SUCH PARTY HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES.

## GENERAL AND ANTI-CORRUPTION COMPLIANCE

Each Distributor shall be liable for its own compliance with any and all laws, rules and regulations applicable to the performance of its several obligations hereunder, including, but not limited to (i) the actions of its employees and the conduct and operation of its business, (ii) the laws and regulations governing data privacy and the protection of personally identifiable information, and (iii) compliance with all applicable anti-corruption laws and regulations, including, but not limited to the False Claims Act (or successor legislation) and the Foreign Corrupt Practices Act (or successor legislation). To the extent applicable to its performance hereunder, Distributor agrees to comply with all laws and regulations governing embargoes and sanctions, of the United States, France or the European Union, and to obtain all licenses, shipping documentation and authorizations required for the resale, export or re-export of any goods, services or technologies, and to supply evidence thereof to the Company upon request. Distributor's policies and practices shall explicitly prohibit the improper payment or provision of anything of value, directly or indirectly, to any public official or to any agent or consultant of any public entity or official, foreign or domestic. Distributor shall also have in place policies to ensure that normal and customary business entertainment and expenses or the provision of other things of nominal value are bona fide and legitimate under applicable law. Distributor shall indemnify L/P&S from and against any loss, damage or liability resulting from Distributor's failure to comply with the terms of this paragraph.

## C-TPAT COMPLIANCE

Distributor agrees to comply with laws, rules and regulations relating to the U.S. Customs C-TPAT Program, as and to the extent applicable to their several rights and to the performance of their several obligations under the Agreement, including:

- (a) Distributor shall be required to review its shipment processes and identify potential security gaps, vulnerabilities and weaknesses in its shipment processes applicable to products destined for KENALL, and (i) to identify any areas of concern to L/P&S, along with Distributor's plan to remedy any areas of concern so identified, and (ii) to use all commercially reasonable efforts to immediately address and rectify such areas of concern and confirm the same to L/P&S;
- (b) Distributor shall be responsible and liable for the security of its premises and of its containers, including Distributor compliance with any applicable laws, rules and regulations related to such security or to customs matters. With regard to containers, such obligations shall continue for the longer of the required regulatory timeframe, if any, or until such time as the container/merchandise is (i) delivered to the applicable ocean terminal, authorized yard, or consolidation point, and (ii) no longer in Distributor's control. Distributor will immediately report container seal changes, if any, and the reason for such changes both as may be required by local laws, rules and regulations and also to the relevant U.S. Distribution Center Manager and to KENALL; and
- (c) KENALL shall have the right upon reasonable notice and within normal business hours to audit or have a third party audit Distributor to verify compliance with the above.

## ENVIRONMENTAL COMPLIANCE

In the event representatives of the Distributor come onto KENALL site:

Distributor is responsible for the care, control and management of its products, materials and wastes, including the proper off-site disposal of all waste materials in accordance with all applicable legal requirements.

Material Safety Data Sheets (MSDS) must be provided to Seller's Environmental Coordinator for all oils, lubricants, chemicals, cleaners, paints, or adhesives prior to being brought to site.

All liquid product or waste material must be stored in compatible and secure containers, adequately labeled with environmental and safety information, and remain covered at all times when not in use. All product and waste materials must be properly segregated.

Product or waste material must not be placed in drains, sumps or trenches or outside of the facility unless authorized in writing by KENALL Environmental Coordinator.

In the event of an environmental emergency, or incident pertaining to the transportation of goods to and from KENALL's facility, Distributor shall immediately contact Kenall's Environmental Coordinator and indicate:

- What was spilled
- Location of spill
- Quantity spilled

Distributor shall obtain and comply with all applicable permits required by KENALL, local, state and federal regulations.

Distributor must follow all appropriate environmental, health and safety rules and regulations while on KENALL's property.

## IMPORT/EXPORT COMPLIANCE

Distributor shall comply with the most current import and export control and sanctions laws, regulations and orders applicable at the time of any import, export, re-export, transfer or provision of Products. In particular, Distributor shall not (i) supply goods, services or technologies to any natural or legal person, organization or entity ("Prohibited Party") that is subject to embargo, sanction, or other similar restrictions, including but not limited to denied parties status, by the United States, France, or the European Union ("Restrictions"), (ii) export or re-export any goods, services or technologies to a banned country, or one which is subject to Restrictions, without having obtained all necessary authorizations from applicable French, European or American authorities, as the case may require, (iii) export or re-export any goods, services or technologies, for the purpose of using them in sectors that are banned or subject to Restrictions (iv) export or re-export to, or engage in financial transactions with, any such party, organization or entity, or to any Prohibited Party, organization or entity with regard to which there is credible reason to believe that they fail to fully comply, or intend not to comply, with the Restrictions. KENALL shall be entitled to audit Distributor to verify compliance with this Section. Without limiting the foregoing, Distributor shall be responsible for providing accurate and complete customs documentation to the extent required and, notwithstanding anything to the contrary, KENALL shall have the right to verify the completeness and accuracy of any such required documentation. Distributor shall indemnify KENALL from and against any loss, damage or liability resulting from Distributor's failure to comply with the terms of this paragraph.

## GENERAL PROVISIONS

1. No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by KENALL in any quotation, acknowledgment or publication are subject to correction.
2. The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the laws of the state of North Carolina, without giving effect to its conflict of laws rules. The application of the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods to this Agreement are expressly excluded. Distributor and KENALL agree that the proper venue for all actions arising in connection herewith shall be only in the State where the Products involved in such actions were manufactured and the parties agree to submit to such jurisdiction.
3. Distributor shall not assign its rights or delegate its duties hereunder or any interest therein or any rights hereunder without the prior written consent of KENALL, and any assignment without such consent shall be void.

## CONTACT INFORMATION

Kenall Customer Service / Quotations Team:

Telephone: 1-800-KENALL Fax: 1-262-891-9701

Address:  
10200 55TH Street, Kenosha , WI 53144-4601

Web Address:  
www.kenall.com

