



TERMS AND CONDITIONS

- Distribution:** All of NEC, Inc products are sold exclusively through electrical distributors.
- Minimum Order:** \$250.00* - orders of less than \$250 net value will be invoiced at \$250.
- Payment Terms:** 2% 10th Prox., Net 31 days, pending credit authorization.
- Delivery:** Delivery date given prior to or after placement of an order is determined to the best of our ability based on our normal production cycle. The delivery date is in no way guaranteed unless otherwise specified in writing. Therefore, NEC, Inc is not indemnitor for any damages, losses, or claims whatsoever due to inability to meet such delivery date.
- Freight Policy:** F.O.B. point of shipment.
- Freight allowance on orders exceeding \$1,500.00 (net), based on a single order which is to be routed in one shipment to a single destination by common carrier via best way.
 - Additional requirements will be handled pre-paid and charged or collect.
 - Shipments will be completed without back orders, if a partial shipment is requested on freight allowed, freight allowance will be allowed on the portion having the greater weight.
 - Purchaser is responsible to immediately inspect all goods at the time of delivery and inform driver of any damages or loss of goods; to facilitate a proper claim.
- Quote policy:** Quotations are valid for 14 days after issue date, unless otherwise stated. Lead times quoted valid until end of business day. N.E.C., Inc. reserves the right to correct any obvious errors in pricing, including those caused by system malfunctions or clerical mistakes, and may cancel or modify orders placed at incorrect prices at our sole discretion. Customers will be notified in the event of such a price correction and given the option to proceed at the corrected price or cancel their order.
- Shortages:** No shortage claims will be recognized unless such shortage is reported to NEC within five (5) days from receipt of shipment at destination. Any damages must be reported day material is received.
- Returns:** No return material will be accepted by NEC, Inc without prior written approval and knowledge of NEC, Inc. Any and all special made material is not eligible for return.
- Warranty:** Our products are warranted upon shipment to be free from defects in material and workmanship for a period of one year. No other warranty either expressed or implied, shall exist. Any claims under our warranty must be made promptly in writing. We will, at our option, repair or replace the defective product. Buyer agrees that we will not be liable for any consequential damages.

[Recipient Name]
January 2, 2019
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Catalog Specification: Catalog weights and dimensions are careful estimates but are not guaranteed.