



Sales Order Terms & Conditions

Please read and sign this form below and Fax To: 602-954-4668

JOB QUOTE

Company:	Contact:
Address:	Proposal by:
Phone:	Date:
Fax :	Project:

Custom Controls of Arizona, Inc. requires this "Sales Order Terms and Conditions" document be signed and returned by all of our customers before we release any order.

CANCELLATION: Custom manufactured panels will have a 100% cancellation fee if they are in production or material has been purchased. All other panels are subject to a restocking fee of 25% of purchase order.

DELIVERY: Standard delivery is 4-5 weeks from receipt of Purchase Order/Submittal Approval.

INSOLVENCY AND BANKRUPTCY: If your company becomes insolvent or makes a general assignment of the benefit of creditors, or files or have filed against it a petition of bankruptcy or for reorganization, or business any other remedy under any law relating to the relief of debts, or in the event a receiver be appointed for your property or business, Custom Controls of Arizona may, at its option, terminate this order.

PAYMENT TERMS: Custom Controls of Arizona offers various payment terms, including COD, prepayment, Net 15 and Net 30 days. If Customer fails to make payment in accordance with agreed to payment terms, Custom Controls of Arizona may defer shipments until such payment is made, or may, at its option cancel all or any part of unshipped order(s).

QUOTATIONS: Any price and delivery that we quote will be valid for Thirty (30) days from the original date quoted, subject to material availability at the time the order is actually placed.

DESIGN CHANGES: Customer will pay a \$80 handling fee for each change request made after work/engineering has begun. This excludes any additional cost if new/additional parts are required.

SALES TAX: Arizona customers must have a resale certificate on file or pay the appropriate Arizona Sales Tax. All customers are responsible for all sales and use taxes.

SHIPPING COSTS will be added to the total invoice for any item not in stock requiring special shipping to meet customer's ship date.

LIMITED WARRANTY-PARTS ONLY: Custom Controls will provide and install components into control panel according to approved BOM and drawings, and warrants that its panels will be free from defects in material and workmanship under normal use and service for a period not to exceed eighteen (18) months from Date of Sale to the original consumer/purchaser OR twelve (12) months from Date of Start Up on Start Up Notification Form, whichever comes first. In no event shall Custom Controls be liable for light bulbs, fuses, damages and failures due to misuse, abuse, improper installation, or abnormal conditions of temperature, dust, corrosives or failures due to operation above rated capacities, fire, water, lightning or other acts of God. Custom Controls shall never be liable for consequential and incidental damages. **All repair parts** are to be supplied by Custom Controls either directly or through its authorized suppliers.

TO ENFORCE RIGHTS UNDER WARRANTY:
Customer must return the Start Up Documentation Form (enclosed with each panel) to Custom Controls of Arizona, 2928 N 30th St., Ste C, Phoenix, AZ, 85016 within five (5) days from Date of Start Up.
Customer must notify Custom Controls by phone (602) 954-3949 or email to customerservice@customcontrolsaz.com within twenty-four (24) hours of any panel/ component malfunction, including: Tripping of Circuit Breaker or MSP, overload, or short circuit device.

TO REQUEST WARRANTY SERVICE: If you believe a panel or panel component is defective within the warranty period, contact Customer Service at Custom Controls of Arizona, Inc. at 602-954-3949 and request an RMA. You must provide proof-of-purchase and date of Notification of Start Up to exercise your rights under the warranty. Return the panel/component, insured and transportation charges paid, to Custom Controls of Arizona, Inc., 2928 N 30th St, Suite C, Phoenix, Arizona, 85016.

- WARRANTY WILL BE CONSIDERED NULL AND VOID IF:**
- Damage was caused by improper line voltage; or
 - Damage to panel component(s) is the direct result of external field device failure (i.e. Motor failure, Float Switch, Thermal Switch, etc.); or
 - Repair work was performed by someone other than Custom Controls or its authorized agent; or
 - Customer fails to notify Custom Controls of a panel/component malfunction within twenty-four (24) hours of occurrence; or
 - There is evidence of manipulation (decreasing/increasing) of the MSP overload setting; and/or
 - Damage to panel components was caused by the manipulation of the MSP overload setting; or
 - Customer fails to report MSP tripping from overload/short circuit; or
 - Panel components are not maintained according to manufacturer's specification: (i.e. not changing filters on panel-mounted AC unit).

ACKNOWLEDGMENT AND ACCEPTANCE OF SALES ORDER TERMS & CONDITIONS

Contact Information

Company:	Contact:
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Authorization

Signature	Title	Date MM / DD / YY
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