



Control Equipment Sales, Inc.
PO Box 2357
Orland Park, IL 60462
708-364-1200

TERMS & CONDITIONS

Control Equipment Sales, Inc

These Terms & Conditions apply to all quotations issued by Control Equipment Sales, Inc. ("Company") and, together with the payment and freight terms stated on the face of the quotation, form the complete terms governing any resulting order. By issuing a purchase order or otherwise accepting this quotation, Buyer agrees to be bound by these Terms & Conditions.

1. Quote Validity

This quotation is valid for 30 days from the date issued. Prices, availability, and lead times are subject to change after this period, including without notice due to manufacturer price changes.

2. Acceptance

This quotation is not an order and does not obligate Company to reserve inventory or production capacity. An order is confirmed only upon Company's written acceptance of a signed quote, purchase order, or email confirmation. Any terms and conditions submitted by Buyer in its purchase order or other correspondence that conflict with or add to these Terms & Conditions are rejected and will not apply unless expressly agreed to in writing by Company.

3. Pricing & Taxes

Prices are in USD and exclude applicable sales, use, and other taxes unless stated otherwise. Pricing on commodity-linked or manufacturer-sourced products is subject to change without notice prior to order confirmation, including changes passed through by Company's suppliers due to raw material costs, tariffs, duties, or currency fluctuation.

4. Product Specifications & Regulatory Compliance

Products are supplied to the specifications quoted, based on manufacturer data available at the time of quoting. Buyer is solely responsible for confirming the suitability of any product for its intended application and for compliance with all applicable codes and regulations (including ANSI, CSA, DOT, NFPA, and ASME requirements, and applicable utility specifications). Any technical recommendation or assistance provided by Company is offered as a courtesy only, is not a warranty or representation of suitability, and is relied upon by Buyer at Buyer's own risk. Specification changes requested after order confirmation may result in a revised price and lead time.

5. Lead Times & Availability

Lead times are estimates only and are not guaranteed. They are subject to manufacturer allocation, supplier delays, or other conditions beyond Company's reasonable control. Company will not be liable for damages of any kind, including delay or liquidated damages under Buyer's own contracts with its customers, arising from a delay in delivery.

6. Special Order / Non-Stock Items

Non-stock, custom, or special-order items (including make-to-order parts) are ordered specifically for Buyer from the manufacturer and are non-cancelable and non-returnable once the order has been placed. Buyer is responsible for the full purchase price of any such item regardless of subsequent cancellation request.

7. Returns

Stock items may be returned within 30 days of delivery in unused, resalable condition and original packaging, subject to a restocking fee. Return authorization must be obtained from Company prior to shipping any item back. Freight and insurance for returned items are the responsibility of Buyer unless the return is due to Company's or the manufacturer's error.

8. Title & Risk of Loss

Title and risk of loss pass to Buyer in accordance with the freight terms stated on the quotation.

9. Warranty

Products are covered solely by the original manufacturer's applicable warranty, which Company passes through to Buyer as-is. Company makes no additional or independent warranty of its own, express or implied, including any warranty of merchantability or fitness for a particular purpose. The manufacturer's sole and exclusive remedy for a warranty claim (typically repair, replacement, or credit at the manufacturer's discretion) is Buyer's sole and exclusive remedy as well, and Company's liability with respect to any warranty claim will not exceed the liability, if any, that the manufacturer accepts to Company. Warranty coverage is void for consumable items, normal wear and tear, and products altered or misused. Services performed by Company are warranted to be performed in a workmanlike manner for 90 days from the date of performance; Company's sole obligation under this warranty is to correct or re-perform the defective service.



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10. Certified / Restricted Service Work

Certain products supplied by Company may only be installed, serviced, or repaired by personnel who are trained and certified by the manufacturer. Buyer acknowledges that having such work performed by uncertified personnel (including Buyer's own staff or a third party) may void the manufacturer's warranty on that product, and Company is not responsible for any resulting loss. Buyer is responsible for confirming certification requirements before performing or authorizing service work on any product identified by Company or the manufacturer as requiring certified service.

11. Limitation of Liability

Company's aggregate liability arising out of or related to any quotation or order, however caused, whether in contract, warranty, or tort (including negligence), will not exceed the purchase price paid by Buyer for the specific product or service giving rise to the claim. In no event will Company be liable for lost profits or revenue, or for any special, incidental, indirect, consequential, exemplary, or punitive damages, including damages for business interruption, loss of gas service, or downtime, even if advised of the possibility of such damages. Any claim by Buyer must be brought within one year of the event giving rise to the claim, unless a shorter period is required by applicable law.

12. Safety & Handling

Buyer is responsible for the proper handling, storage, installation, and use of all products in accordance with applicable safety regulations and manufacturer instructions for natural gas equipment. Company is not responsible for damage, injury, or loss resulting from improper handling, storage, installation, or use by Buyer or any third party.

13. Export & Sanctions Compliance

Buyer represents that it is not a sanctioned person or entity under any applicable U.S. sanctions or export control law (including OFAC and Export Administration Regulations), and that it will not resell, export, re-export, or divert any product purchased from Company to any sanctioned person, entity, or destination, or otherwise in violation of applicable export control or sanctions laws. Buyer agrees to comply with all such laws in connection with its use, resale, or distribution of products purchased from Company and to indemnify Company for any loss arising from Buyer's failure to do so.

14. Force Majeure

Neither party will be liable for any failure or delay in performance (other than Buyer's payment obligations) caused by events beyond that party's reasonable control, including acts of God, severe weather, fire, flood, pandemic, labor disputes, war, terrorism, governmental action, or shortages of or inability to obtain materials, equipment, or transportation. The affected party's performance will be excused for the duration of the event, and the time for performance extended accordingly. If a force majeure event affecting either party continues for more than 90 days, either party may cancel the affected order without liability other than payment for products or services already delivered or performed.

15. Governing Law

This quotation and any resulting order are governed by the laws of the State of Illinois, or the State of Minnesota where the quotation is issued by Company's Minnesota office, without regard to conflict of law principles.

16. General

If any provision of these Terms & Conditions is held invalid or unenforceable, the remaining provisions will remain in full force and effect. These Terms & Conditions, together with the pricing, payment, and freight terms stated on the face of the quotation, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior proposals or understandings, whether written or oral.