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, 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.

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.

17. Privacy Policy

Sections 17 and 18 apply to all dealings with Company, including visits to www.ce1200.com, quotations and orders, and phone, email, and text-message communications. They are separate from the quotation terms in Sections 1 through 16. Effective November 25, 2026.

17.1 Who We Are. Control Equipment Sales, Inc. ("Company," "we," "us," or "our") is a distributor and sales representative group headquartered in Illinois. This policy explains how we collect, use, and share personal information.

17.2 What Personal Information We Collect. Contact information (name, job title, company, business address, email address, and phone number, including mobile number); order and account information (quotes, purchase orders, billing and shipping addresses, tax-exemption certificates, credit-account and payment details, and order history); communications (emails, phone calls, voicemails, and text messages you send to or receive from us, and records of when they occurred); website and device information (IP address, browser type, device type, pages viewed, and referring website, collected through cookies and similar technologies); and, for our employees and applicants, information needed for employment, payroll, and internal communications, including internal text messages between employees.

17.3 How We Use Personal Information. We use personal information to respond to inquiries, prepare quotes, and process, ship, and invoice orders; provide customer service and support; manage accounts, payments, credit, and collections; send appointment reminders, order alerts, account notifications, and other messages related to your business with us; facilitate internal communications between our employees; operate, secure, and improve our website and business; and comply with legal, tax, and regulatory obligations and enforce our agreements. We do not sell your personal information.

17.4 Who We Share Personal Information With. We share personal information only as needed to run our business, with: manufacturers and suppliers we represent or purchase from, to quote, fulfill, and support your orders (including drop-ship orders); shipping and logistics carriers; service providers that help us operate, such as accounting, payment processing, IT, website hosting, and communications providers (including our telephone and messaging provider, RingCentral, Inc.), who may use the information only to provide services to us; professional advisors such as attorneys, accountants, and insurers; government authorities or other parties when required by law or legal process, or to protect our rights, property, or safety; and a successor business if we are involved in a merger, acquisition, or sale of assets.

17.5 SMS / Text Messaging Privacy. SMS consent is not shared with third parties. We do not sell, rent, or share mobile phone numbers or SMS opt-in consent with third parties or affiliates for their marketing or promotional purposes. Information collected for text messaging is used only to send the messages you agreed to receive and is shared only with the service providers that deliver those messages on our behalf, who are not permitted to use it for any other purpose.

17.6 Cookies. Our website may use cookies and similar technologies to keep the site working, remember preferences, and measure traffic. You can control cookies through your browser settings; disabling cookies may affect how the site works.

17.7 Retention and Security. We keep personal information only as long as needed for the purposes described in this policy, including to meet legal, tax, accounting, and recordkeeping requirements, resolve disputes, and enforce our agreements. We use reasonable administrative, technical, and physical safeguards to protect personal information, but no method of transmission or storage is completely secure.

17.8 Your Choices and Rights. To opt out of text messages, reply STOP to any message. To stop marketing emails, use the unsubscribe link or contact us. You may contact us to request access to, correction of, or deletion of your personal information, subject to legal and business recordkeeping requirements. Depending on where you live, you may have additional rights under applicable state privacy laws.

17.9 Children. Our website and services are intended for businesses and are not directed to children under 13. We do not knowingly collect personal information from children.

17.10 Changes. We may update this policy from time to time. The updated version will be posted with a new effective date.

17.11 Contact Us. Control Equipment Sales, Inc., PO Box 2357, Orland Park, Illinois 60462. Phone: 708-364-1200. Email: Sales@ce1200.com. Website: www.ce1200.com.

18. SMS Terms of Service

18.1 Program Description. By opting into SMS from a web form, verbally, in writing, or through any other medium, you agree to receive SMS text messages from Control Equipment Sales, Inc. These messages may include conversations between employees and internal communications; conversations with customers and vendors about quotes, orders, and shipments; appointment reminders; order and shipping alerts and status updates; and account and invoice notifications. We do not send marketing or promotional text messages unless you have separately agreed to receive them.

18.2 Consent. Consent to receive text messages is not a condition of any purchase. By providing your mobile number and opting in, you confirm that you are the subscriber or authorized user of that number and agree to these terms.

18.3 Message Frequency. Messaging frequency may vary.

18.4 Message and Data Rates. Message and data rates may apply, depending on your mobile carrier and plan.

18.5 How to Opt Out. You can opt out at any time by texting STOP to the number you are receiving messages from. After you send STOP, we will send one confirmation message and you will receive no further texts unless you opt back in. You may also contact us to be removed.

18.6 Help. For assistance, text HELP to the number you are receiving messages from, or visit our website at www.ce1200.com.

18.7 Carriers. Carriers are not liable for delayed or undelivered messages.

18.8 Privacy. SMS consent is not shared with third parties.

18.9 Contact. Control Equipment Sales, Inc., PO Box 2357, Orland Park, Illinois 60462. Phone: 708-364-1200. Email: Sales@ce1200.com. Website: www.ce1200.com.