



General Terms and Conditions of Sale

ILSCO Corporation

No. IDP-15

Effective Date: January 1, 2016

Payment Terms Two percent (2%) cash discount 15th proximo

To earn this discount, invoices dated from the 1st of the month through the 25th of the same month are payable on the 15th of the following month. Invoices dated from the 26th throughout the last date of the month are payable on the 15th of the second following month, net immediately thereafter.

Pricing and Order Acceptance Information

1. Quotation numbers must be referenced on POs and include the quoted prices to receive quoted discounts. Failure to include this information will result in orders invoiced at standard distributor price.
2. Orders with invalid part numbers or prices will not be accepted.
3. Orders for special products not appearing in our catalogs or price sheets may be shipped and invoiced 10% above or below the quantity on the order due to lot sizes on special and unique product designs.
4. Prices and inventory classes are subject to changes without notice and are those in effect at the time of shipment.
5. Requests to add items to orders in process and/or in production will be accepted on terms applicable to the addition only.
6. All stock orders shipped into distributor locations are subject to carton lot rounding on selected items. When carton lot rounding is applicable, the items are always rounded to the standard package quantity or to the smaller unit package quantity, if applicable. Non-stocked catalog items may be subject to minimum order quantities if no current stock exists at the time of order placement.

Sales Tax

ILSCO reserves the right to add to the invoiced price any tax imposed by law on the sale of any product.

Billing and Shipments

1. There is a minimum net billing of \$150.00 plus transportation charges for any single order.
2. All shipments will be made F.O.B. shipping point with freight allowed on orders of \$1,000 net value or more to delivery points in the continental USA.
3. Air shipments will be arranged upon request of the Distributor providing the Distributor assumes responsibility for all transportation expenses. ILSCO will prepay and add air freight onto the invoice at our preferred carrier's published rate. Air shipments requiring a carrier other than ILSCO's carrier of choice will be processed using the Distributor's carrier account number or a third party carrier's account number.
4. If no account number is provided on the Distributor's carrier of choice then the shipment will default to ILSCO's carrier of choice.
5. Claims against the carrier are to be filed by the Distributor.
6. All orders and shipments shall be subject to delays due to causes beyond the control of ILSCO.
7. Material specifications are subject to change without notice.

Return Goods Policy

1. All goods returned for credit are to be returned freight prepaid by the Distributor to the address indicated on the Return Material Authorization (RMA) which is required for all returns.
2. Returns requests must be accompanied by a two for one offsetting order.
3. The product must be returned within 60 days, after which the RMA# expires and the RMA will be cancelled.
4. The RMA# must appear on the exterior of the shipping carton.
5. Only items listed on the RMA will be credited on the return. Merchandise being returned should have been purchased within the previous twelve (12) months, is in re-saleable condition, in original packaging and conforms to current catalog description. ILSCO reserves the right to restrict or deny a return based on ILSCO's annual usage. If the original packaging is not available product must be returned in a carton or plastic bag with the part number and quantity clearly marked with only one part number per carton or plastic bag.
6. Made to order, obsolete, and discontinued items will not be accepted as returns.
7. Credit will be issued at the price at which the merchandise was invoiced, less a 25% re-stocking charge.

8. ILSCO reserves the right to charge an additional 15% packaging charge if material is returned in other than resaleable condition, including packaging condition.
9. If product is not easily identified, ILSCO reserves the right to deny credit on the product returned.
10. ILSCO reserves the right to return product that is not in compliance with the Return Goods policies and procedures.
11. When purchase price and invoice number are not provided, a 20% deduction from current stock pricing will be applied.

Cancellations

1. Cancellation of orders will be accepted only with the understanding that ILSCO will be reimbursed for costs incurred as a result of the cancellation.
2. Specials and “made-to-order” products (either published or unpublished) are non-cancelable/non-returnable.

Packaging

Unless otherwise specified, prices quoted include ILSCO’s standard packaging. If special packaging is required the factory must be consulted.

Claims

Claims of any type; shortages, pricing issues, product quality or disputes of any kind shall be deemed waived unless made in writing to ILSCO within thirty (30) days of invoice.

Warranty

All ILSCO connectors are subject to rigid inspection before shipment. Seller warrants that each connector sold is free from defects in material and workmanship and, at the time of shipment conforms to the applicable specifications. Any connector that is found, within the warranty period of one year, not to meet these standards after examination by the seller will be repaired or replaced without charge. This warranty applies provided conditions of operation and applications have been as specified at all times and that the product has not been subject to abnormal stresses and/or has been installed subject to applicable codes and regulation. ILSCO’s liability hereunder shall be limited to replacement of inoperative connectors and in no event shall ILSCO be liable for any special or consequential damages. Products not manufactured by ILSCO are warranted only to the extent of the warranties of the original manufacturer.

The warranties contained herein are made expressly in lieu of any and all other warranties, expressed or implied.

Distribution Policies and Procedures

Refer to ILSCO sales management for all distribution policies and procedures including stocking requirements, selection and/or appointment of distribution locations, partnering programs, representation and all related distribution issues.