

Electrical Power & Controls (“EPC”) Terms of Use and Terms and Conditions of Sale

Terms of Sale Policy

These terms and conditions govern the sale of all products and provisions of services by Electrical Power & Controls (EPC) and its affiliates as well as by third party vendors and/or service providers of EPC. These terms and conditions take precedence over customer’s supplemental or conflicting terms and conditions to which notice of objection is hereby given.

Prices and Quotations

Prices listed are resale pricing, do not include freight, handling fees, crating charges, taxes, and/or duties, and are subject to correction or change without notice. Freight and handling charges may apply and will be added to the invoice where applicable. Customer should contact EPC or check online at www.electricpwr.com for current pricing. Export orders may also be subject to additional special pricing, including those provisions regarding Export of Products contained below. EPC reserves the right to accept or reject any order. EPC will not accept any order for amounts under twenty five dollars \$25.

All quotations are good for thirty (30) days unless otherwise specified by EPC. Quotations derived from customer drawings, specifications, or schematics are based upon the general information provided and subject to EPC’s interpretations of such information. Additional costs may apply where final technical specifications need to be updated due to customer requests or where final draft must be changed due to additional information that was not previously provided by customer. EPC will invoice customers for any expenses incurred for estimates of costs of repair and maintenance or for expert evaluations.

Sales Tax

Customers are responsible for payment of all applicable state and local taxes, or for providing a valid sales tax exemption certificate.

Payment and Credit Terms

EPC accepts cash, checks, wire transfers, Visa, MasterCard, and American Express. For customers with established EPC credit, payment terms are net thirty (30) days from the date of shipment or pick-up. All credit extended by EPC to customers and the limits of such credit, is at EPC’s sole discretion, and may be reduced or revoked by EPC at any time, for any reason. EPC reserves the right to charge a convenience fee for late payments. EPC does not allow cash discounts. All export orders are subject to special export payment terms and conditions. Orders shipped outside of the United States must be paid in full prior to shipping. Special orders must be paid in full before production can begin. All payments must be made in U.S. dollars.

If customer fails to make payment within thirty (30) days of the due date, or fails to comply with EPC’s credit terms, or fails to supply adequate assurance of full performance to EPC within a reasonable time after requested by EPC (such time as specified in EPC’s request), EPC may defer shipments until such payment or compliance is made, require cash in advance for any further shipments, demand immediate payment of all amounts then owed, elect to pursue collection action and/or may, at its option, cancel all or any part of an unshipped order. If payment is not made when due, or if customer otherwise violates this agreement, customer will pay a service charge. In addition, the lesser of the highest rate allowed by law or 1½% per month, or any fraction thereof, for a maximum charge of 18% per annum will be charged on all overdue accounts, plus dealer’s reasonable attorneys fees for all matters including but not limited to appeals, mediation, and bankruptcy proceedings, plus other costs of collection

(including without limitation, costs of enforcing or contesting dealer's security interest in the goods, costs of removing, repairing and reselling the goods, long distance, copies, postage, filing fees, storage, attorneys' fees and any and all other associated costs of collection).

If customer elects to use a third party payment system provider ("Third Party Provider") and EPC is charged fees by the Third Party Provider, EPC reserves the right to seek reimbursement from customer for any and all costs paid to the Third Party Provider for the transfer of funds, retrieval of payment detail, or any other purpose from the Third Party Provider.

Customer agrees to assume responsibility for, and customer hereby unconditionally guarantees payment of, as provided herein, all purchases made by customer, its subsidiaries and affiliates. Each of customer's subsidiaries and affiliates purchasing from EPC will be jointly and severally liable for purchases with customer, and customer is also acting as agent for such subsidiaries and affiliates.

Freight Policy

Prices for Domestic orders are stated F.O.B. origin, freight prepaid to destination specified in the order (Please see "Additional Terms and Conditions Related Export of Products). EPC charges a shipping and handling fee, (which includes internal handling and related costs), on each order which is applied at time of order and reflected on customer's invoice. Orders shipped Freight "Collect" and billed directly to the customer will be charged a separate and additional handling fee. Receipts for shipping and handling charges will not be furnished. Other terms and conditions may apply for other than standard ground delivery ("Other Freight Services"), including without limitation, expedited same day delivery, air freight, freight collect, export orders, hazardous materials, customer's carrier, shipments outside the contiguous U.S. or other special handling by the carrier. Any charges incurred for Other Freight Services must be paid by customer. Title and risk of loss pass to customer upon tender of shipment to the carrier. If the product is damaged in transit, customer's only recourse is to file a claim with the carrier. For any order over \$100 USD EPC may, in its sole and absolute discretion, add insurance coverage for the order. Any amount charged for insurance will be charged to the customer and added to the freight costs.

LIMITED WARRANTY

ALL PRODUCTS SOLD ARE WARRANTED BY EPC ONLY TO CUSTOMERS FOR: (i) RESALE; OR (ii) USE IN BUSINESS, GOVERNMENT OR ORIGINAL EQUIPMENT MANUFACTURE. CSII WARRANTS PRODUCTS AGAINST DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE FOR A PERIOD OF ONE (1) YEAR AFTER THE DATE OF PURCHASE FROM EPC, UNLESS OTHERWISE STATED. EPC MAY, IN ITS SOLE DISCRETION, ACCEPT STANDARD PRODUCTS FOR RETURN. THIS WARRANTY DOES NOT COVER THE NATURAL WEAR AND TEAR OF PRODUCTS IN USE. PROVIDED THAT EPC ACCEPTS THE PRODUCT FOR RETURN DURING THE LIMITED WARRANTY PERIOD, EPC MAY, AT ITS OPTION: (i) REPAIR; OR (ii) REPLACETHE PRODUCT.CUSTOMER MUST RETURN THE PRODUCT TO THE APPROPRIATE EPC BRANCH OR AUTHORIZED SERVICE LOCATION, AS DESIGNATED BY EPC, SHIPPING COSTS PREPAID. IN ADDITION, CUSTOMER SHALL BE RESPONSIBLE FOR A RESTOCKING CHARGE ON ANY RETURNED PRODUCT. EPC'S REPAIR OR REPLACEMENT FOR THE PRODUCT, SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY.

WARRANTY DISCLAIMER

NO WARRANTY OR AFFIRMATION OF FACT, EXPRESS OR IMPLIED, OTHER THAN AS SET FORTH IN THE LIMITED WARRANTY STATEMENT ABOVE, IS MADE OR AUTHORIZED BY EPC. EPC DISCLAIMS ANY LIABILITY FOR CLAIMS ARISING OUT OF PRODUCT MISUSE, IMPROPER PRODUCT SELECTION, IMPROPER INSTALLATION, PRODUCT MODIFICATION, MISREPAIR OR MISAPPLICATION. EPC EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE PRODUCTS: (i) ARE MERCHANTABLE; (ii) FIT FOR A PARTICULAR PURPOSE; OR (iii) DO NOT AND WILL NOT INFRINGE UPON OTHER'S INTELLECTUAL PROPERTY RIGHTS.

EPC MAKES NO WARRANTIES TO THOSE DEFINED AS CONSUMERS IN THE MAGNUSON-MOSS WARRANTY-FEDERAL TRADE COMMISSION IMPROVEMENT ACT.

LIMITATION OF LIABILITY

EPC EXPRESSLY DISCLAIMS ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES. EPC'S LIABILITY IN ALL CIRCUMSTANCES IS LIMITED TO, AND SHALL NOT EXCEED, THE PURCHASE PRICE PAID FOR THE PRODUCT THAT GIVES RISE TO ANY LIABILITY. IN ADDITION, EPC MAKES NO WARRANTY, AND WILL NOT BE LIABLE, WHERE THE PRODUCT HAS BEEN IMPROPERLY INSTALLED OR ANY ATTEMPT HAS BEEN MADE TO OPERATE THE EQUIPMENT, WHETHER ACCIDENTAL OR INTENTIONAL, IN EXCESS OF ITS RATING OR IN ABNORMAL ARMOSHPERE OR ENVIRONMENT. EPC WILL NOT REIMBURSE ANY AMOUNTS CHARGED FOR FIELD SERVICE WORK.

Warranty Return

For return of damaged goods customer should call EPC for instructions on how to obtain a returned goods authorization ("RGA"). Before returning any product for warranty, customer shall write or call EPC and provide the date, the original invoice number, the stock number, and a description of the defect. All product warranties must be accompanied by a valid RGA, proof of purchase and returned in accordance with EPC's policy for damaged goods and the Limited Warranty provided here.

Electrical Power & Controls
2425 Mira Mar Ave.
Long Beach, CA 90815
Toll Free: 800-521-1677
Local (562) 498-6699
FAX: (562) 498-5894

Product Compliance and Suitability

Jurisdictions have varying laws, codes and regulations governing construction, installation, and/or use of products for a particular purpose. EPC does not guarantee compliance or suitability of the products it sells with any laws, codes or regulations, nor does EPC accept responsibility for construction, installation and/or use of a product. It is customer's responsibility to review the product application and all applicable laws, codes and regulations for each relevant jurisdiction to be sure that the construction, installation, and/or use involving the products are compliant.

Catalog/Website Information

EPC reserves the right to update publishing errors in its catalogs, price-sheets or its website. Product depictions in the catalog or website are for illustrative purposes only. Possession of, or access to any EPC catalog, literature or its website does not constitute the right to purchase products.

Product Modifications & Substitutions

EPC reserves the right to change or modify at any time, any product, or any materials used in the fabrication of its products, or to discontinue the manufacture of any product. Products may be substituted and may not be identical to catalog or website published descriptions and/or images.

Occupational Safety and Health Administration ("OSHA") Hazardous Substance

Material Safety Data Sheets ("MSDS") for OSHA defined hazardous substances are prepared and supplied by manufacturers. CSII MAKES NO WARRANTIES AND EXPRESSLY DISCLAIMS ALL LIABILITY TO ANY CUSTOMER OR USER WITH RESPECT TO THE ACCURACY OF THE INFORMATION OR THE SUITABILITY OF THE RECOMMENDATIONS

IN ANY MSDS. CUSTOMER IS SOLELY RESPONSIBLE FOR ANY RELIANCE ON OR USE OF ANY INFORMATION, AND FOR USE OR APPLICATION OF ANY PRODUCT.

ARRA Orders.

It is the customer's responsibility to advise EPC whether this order is funded in any part by funds from or related to the American Reinvestment and Recovery Act ("ARRA") (Pub. L. No. 111-5) (i.e., Stimulus Funds). Upon request, EPC will provide country of origin information so that customer may determine compliance with any applicable requirements under ARRA Section 1605 or any other applicable regulations.

Intellectual Property

Customer shall have no right, title, or interest in the trade names, trademarks, trade dress, copyrights, patents, domain names, product names, catalogs or any other intellectual property rights reserved by EPC, or any trademarks or service marks owned by EPC. All materials contained on the electricpwr.com website are subject to the ownership rights of EPC and or its affiliates. Customer has no right to copy or use any of the intellectual property of EPC without EPC's written authorization.

Independent Contractors

EPC and customer are independent contractors and not principal and agent. Nothing contained in these terms and conditions shall be construed to create a partnership, dealership, reseller, agency, employment or joint venture relationship. Customer will not have the right to bind or otherwise obligate EPC in any manner, nor will customer represent to anyone that it has the right to do so.

Sourced Product

EPC may procure product not available through the EPC catalog or available on the EPC website for a customer from other sources ("Sourced Product(s)"). Sourced Product is priced according to current market conditions on a per order basis, and is shipped F.O.B. origin with freight and handling fee paid by EPC and charged to customer. Any charges for Other Freight Services are paid by customer. A returned goods authorization must be issued by EPC prior to returning any Sourced Product. A restocking fee may apply for any returned Sourced Product. EPC'S LIMITED WARRANTY TERMS INCLUDED IN THESE TERMS AND CONDITIONS DO NOT APPLY TO SOURCED PRODUCTS. THE PRODUCT WARRANTY PROVIDED BY THE MANUFACTURER AND/OR SUPPLIER WILL BE CUSTOMER'S SOLE REMEDY.

Damaged or Lost Shipments

All merchandise is carefully packed and the Company assumes no responsibility for damage after having received "in good order" receipts from the carrier at shipping point. All claims for loss, damage and delay in transit are to be transacted by the consignee directly with the carrier. Merchandise damaged with container intact requires the filing of a "Concealed Damage Report" by the consignee to the carrier on the day of delivery. The Company will reasonably assist the consignee in securing satisfactory adjustment of any claims. Claims for shortages or incorrect material must be made in writing to the Company within **three (3) days** after receipt of the shipment. Failure to give such notice shall constitute unqualified acceptance and a waiver by the Purchaser of all claims for shortages or incorrect materials.

Other Product Returns

Product returns are not available for new or unused product, unless the Product is a Standard Product and is returned in the original packaging, unused and in new condition. A "Standard Product" is one normally stocked and carried by EPC at the time of purchase, the determination of whether or not a products is a Standard Product will be made by EPC in its sole and absolute discretion. Proof of purchase is required in all cases. Volume orders can only be returned with the prior consent of EPC which consent shall be in their sole and absolute discretion.

Cancellation

All product order cancellations must be approved by EPC. Once an order has been accepted by EPC, such order cannot be cancelled without EPC's written consent and then only upon terms that will compensate the Company for engineering and/or fabrication, restocking fees and other costs applicable to the cancelled order. Customer must pay for all labor and goods already applied to the product order prior to acceptance of any cancellation by EPC.

Force Majeure

EPC shall not be liable for any delay in, or impairment of, performance resulting in whole or in part from any force majeure event, including but not limited to acts of God, labor disruptions, acts of war, acts of terrorism (whether actual or threatened), governmental decrees or controls, insurrections, epidemics, quarantines, shortages, communication or power failures, fire, accident, explosion, inability to procure or ship product or obtain permits and licenses, inability to procure supplies or raw materials, severe weather conditions, catastrophic events, or any other circumstance or cause beyond the reasonable control of EPC in the conduct of its business.

Assignment

Customer shall not assign any order, or any interest therein, without the prior written consent of EPC. Any actual or attempted assignment without EPC's prior written consent shall entitle EPC to cancel such order upon notice to customer.

No Third Party Benefit

The provisions stated herein are for the sole benefit of the parties hereto, and confer no rights, benefits or claims upon any person or entity not a party hereto.

Waiver, Choice of Law and Venue

The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition will not constitute a waiver of that right or excuse any subsequent non-performance of any such term or condition by the other party. All transactions shall be governed by the laws of the State of California, excluding its conflict of law rules, and venue shall either be in the state courts in Los Angeles County or the federal courts for the Central District of California.

Severability

If any portion of these terms and conditions is found to be invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable term shall be severed from these terms and conditions, and the remaining terms and conditions shall be valid and fully enforceable as written.

Modification of Terms

EPC's acceptance of any order is subject to customer's assent to all of the terms and conditions set forth herein. Customer's assent to these terms and conditions shall be presumed from customer's receipt of EPC's acknowledgment, or from customer's acceptance of all or any part of the products ordered. No additions or modifications of EPC's terms and conditions by customer shall be binding upon EPC, unless agreed to in writing by an authorized representative of EPC. If a purchase order or other correspondence submitted by customer contains terms or conditions contrary or in addition to the terms and conditions contained herein or in EPC's acknowledgment, EPC's fulfillment of any such purchase order shall not be construed as assent to any of the terms and conditions proposed by customer, and will not constitute a waiver by EPC of any of the terms and conditions contained herein or in EPC's acknowledgment.

Complete Agreement

The terms and conditions in: (i) EPC's forms; (ii) acknowledgments, (iii) quotations; (iv) invoices; (v) website; (vi) catalogs; (vii) price sheets and (viii) extension of credit are incorporated herein by reference, and constitute the entire and exclusive agreement between customer and EPC.

Additional Terms and Conditions Related to Export of Products

IN ADDITION TO THE STANDARD TERMS AND CONDITIONS CONTAINED IN THS HEREIN, EXPORT SALES OF EPC PRODUCTS WILL BE GOVERNED BY THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS RELATED TO EXPORT OF EPC PRODUCTS ("ADDITIONAL TERMS"). IN THE EVENT OF A CONFLICT BETWEEN CSII'S STANDARD TERMS AND CONDITIONS AND THE ADDITIONAL TERMS, THE ADDITIONAL TERMS SHALL PREVAIL FOR EXPORT SALES.

Sales Tax and Duties, Import Fees

EPC is required to charge federal, state, local tax, applicable duties, and import fees on products, or for providing a valid exemption certificate. Customer assumes responsibility for, and unconditionally guarantees payment or reimbursement of, all applicable taxes, fees, licenses, import duties, and expenses as may be applicable. When placing an order, customer shall indicate which products are tax exempt.

Payment and Credit Terms.

Export shipments must be paid in full prior to shipping. "Special" or "Volume" orders must be paid in full before production will begin . All other payment terms are as set forth in EPC's Standard Payment and Credit Terms hereinabove set forth. Customer agrees to inform EPC immediately if it intends to use any import or export financing, or has or will be granting a lien or security interest on its inventory to any third party.

Shipping Charges and Freight Policy.

All EPC export orders are shipped under INCOTERMS® 2010 rules as defined by the International Chamber of Commerce. Unless otherwise stated and agreed, default-shipping term is EXW EPC shipping location. . Customer shall be responsible for obtaining insurance. At EPC's option, this freight policy may be subject to special terms and conditions for certain export orders. If any item is backordered that qualifies for freight prepayment, that item will be shipped prepaid as customer's exclusive remedy. Title and risk of loss for products shall pass when made available to customer on delivery to carrier in the U.S. provided that if payment has not been made at the time of shipment, EPC shall retain title (but not risk of loss) until payment has been made. If product is damaged in transit, customer's only recourse is to file a claim with the applicable airline, carrier, vessel and/or insurance company; provided, however, that if EPC has not received payment in full at the time the product is damaged in transit, customer shall be liable to EPC to make payment for the product, and EPC shall also, if customer fails to make payment, have the exclusive right to file a claim with the applicable airline, carrier, vessel and/or insurance company.

Export Controls and Related Regulations.

Customer represents and warrants that it is not designated on, or associated with, any party designated on any of the U.S. government restricted parties lists, including without limitation, the U.S. Commerce Department Bureau of Industry and Security ("BIS") Denied Persons List; Entity List or Unverified List; the U.S. Treasury Department Office of Foreign Assets Control ("OFAC") Specially Designated Nationals and Blocked Persons List; or the U.S. State Department Directorate of Defense Trade Controls ("DDTC") Debarred Parties List. Customer shall comply with all applicable U.S. economic sanctions and export control laws and regulations, including without limitation, the regulations administered by OFAC, the Export Administration Regulations administered by BIS, and the International Traffic in Arms Regulations administered by DDTC.

Foreign Principal Party in Interest; Freight Forwarder and Documentation.

It is specifically agreed that customer shall be the foreign principal party in interest and/or that its freight forwarder shall act as customer's agent in such capacity for purposes of the Foreign Trade Regulations or other regulatory purposes, and customer and its freight forwarder are responsible for all routed export transactions documentation, including but not limited to the filing of the required Electronic Export Information/Automated Export System records. At EPC's request, customer or its freight forwarder shall provide copies of any export, shipping, or import documentation prepared by customer or its freight forwarder related to sales to customer by EPC.

U.S. Foreign Corrupt Practices Act

Customer acknowledges that it is an independent contractor and represents, warrants, and covenants that it has not paid, offered or agreed to pay, authorized the giving of, or caused to be paid, directly or indirectly, money or anything of value to any foreign official (as defined in the U.S. Foreign Corrupt Practices Act, as amended), a foreign political party or party official, or any candidate for foreign political office in connection with the purchase and resale of the products ordered from EPC.

Dispute Resolution.

Actions by EPC for non-payment by customer of the purchase price of products sold by EPC, or for redress of other breaches by customer of these terms and conditions may be brought by EPC, at its option, before any U.S. or foreign judicial court of competent jurisdiction. At EPC's option, disputes between customer and EPC, including all claims for non-performance by EPC, shall be finally settled by arbitration in Los Angeles County, California, U.S., in accordance with the Commercial Arbitration Rules ("Rules") of the American Arbitration Association, by a single arbitrator appointed in accordance with said Rules, applying these terms and conditions and consistent provisions of the federal and state laws (except conflict of law rules) of the State of California, U.S. The language of the arbitration shall be English.

Country of Importation and Anti-diversion.

Customer represents that it is purchasing products from the U.S. and importing them to the country specified in the customer and EPC documentation. Customer agrees that the products will be shipped to the specified destination in compliance with the laws of such destination and the U.S., and that the products will not be directly or indirectly sold, exported, transferred, assigned, used, or otherwise disposed of in a manner which may result in any non-compliance with applicable U.S. laws and regulations relating to the product purchased by customer. Any commodities, technology and software will be exported from the U.S. in accordance with the U.S. Export Administration Regulations and other applicable laws or regulations. Diversion contrary to U.S. law is prohibited. If requested by EPC, customer shall provide documentation satisfactory to EPC verifying delivery at the designated country. Customer further agrees to inform EPC at the time of order of any North American Free Trade Agreement or other special documentation, packaging or product marking or labeling, but EPC shall not be responsible for providing any such documentation, packaging, marking or labeling other than such documents that are necessary under U.S. export laws and regulations for export, unless EPC expressly agrees to do so.

Permits, Export, and Import Licenses.

Customer shall be responsible for obtaining any licenses or other official authorizations that may be required by the country of importation and/or under the Export Administration Regulations, International Traffic in Arms Regulations, Toxic Substances Control Act, or other applicable laws or regulations.

Governing Law; Limitations.

The provisions of the 1980 United Nations Convention of Contracts for the International Sale of Goods or the United Nations Convention on the Limitation Period in the International Sale of Goods shall not govern the rights and obligations of the parties under these terms and conditions. Rather, the laws of the State of California, U.S.,

including its provisions of the Uniform Commercial Code, but excluding its conflict of law rules, shall govern these terms and conditions. Notwithstanding the foregoing, any legal action by customer with respect to any transaction must be commenced within one (1) year after the cause of action has arisen.

Important Legal Information

The following rules and regulations apply to all visitors to or users of the EPC Web Site, the home page of which is at www.electricpwr.com and agree to be bound by these rules and regulations, as they may be modified by EPC at any time and posted on this Web site. In the event of a violation of these rules and regulations, EPC reserves the right to seek all remedies available by law and in equity.

Limited License

The EPC Web Site and all of its materials, including, but not limited to, its software or HTML code, scripts, text, artwork, photographs, images, video, and audio (collectively, "Materials") are protected by copyright laws and other U.S. and international laws and treaties. All Materials are provided by EPC as a service to its current and prospective customers and may be used only for personal informational and product ordering purposes. No right, title or interest in our Materials is conveyed to you. You may not copy, reproduce, publish, transmit, distribute, perform, display, post, modify, create derivative works from, sell, license or otherwise exploit this site or any of its Materials without our prior written permission. You may not access or use the EPC Web Site for any competitive or commercial purpose. Any unauthorized copying, alteration, distribution, transmission, performance, display, or other use of these Materials is prohibited.

Trademarks

EPC retains all rights regarding their trademark(s), trade name, brand name(s) and trade dress. No license to the use of such marks, names or trade dress is granted to you under these terms and conditions or by your use of the EPC Web Site. Your misuse of the trademarks displayed on the EPC Web Site is strictly prohibited. You are also advised that EPC will aggressively enforce its intellectual property rights to the fullest extent of the law, including the seeking of civil remedies and criminal prosecution.

Linking

Periodically, links may be established from this Web Site to one or more external web sites or resources operated by third parties (the "Third Party Sites"). These links are provided for your convenience only. In addition, certain Third Party Sites also may provide links to the EPC Web Site. None of such links should be deemed to imply that EPC endorses the Third Party Sites or any content therein.

EPC does not control and is not responsible or liable for any Third Party Sites or any content, advertising, products, or other materials on or available from such Third Party Sites. Access to any Third Party Sites is at your own risk and EPC will have no liability arising out of or related to such web sites and/or their content or for any damages or loss caused or alleged to be caused by or in connection with any purchase, use of or reliance on any such content, goods, or services available on or through any such Third Party Site.

Special Notice

EPC has a no-tolerance policy regarding the use of our trademarks or names in metatags and/or hidden text. Specifically, the use of our trademarks or names in metatag keywords is trademark infringement, and the use of trademarks or names in page text, metatags, and/or hidden text for purposes of gaining higher rankings from search engines is unfair competition. Linking to any EPC web page is prohibited absent express written permission from EPC. Framing, inline linking or other association of the EPC Web site or its Materials with links, advertisements and/or other information not originating from the EPC web site is expressly prohibited.

Security Statement

As part of Electrical Power & Controls (EPC's) commitment to protecting your privacy on-line, EPC has adopted a privacy policy which is available on line at www.electricpwr.com/privacy. This privacy policy is hereby incorporated by reference to these Terms and Conditions.

Registration Information

EPC may provide additional services in the future that will require online registration. If you register to use such services, you agree to provide, maintain and update true, accurate, current and complete information about yourself as prompted by any registration processes EPC may adopt now or in the future (the "Registration Data"). If you provide any information that does not satisfy this provision, or we have reasonable grounds to suspect as much, we have the right to suspend or terminate your account and refuse any and all current or future use of the EPC Web site.

You also agree (a) to promptly notify us of any unauthorized use of your username, password, other account information, or any other breach of security that you become aware of involving or relating to the EPC Web site. In addition, you agree to exit from your account at the end of each session. We explicitly disclaim liability for any and all losses and damages arising from your failure to comply with this section.

These Terms and Conditions govern your general access of and use of the EPC Web site. Notwithstanding any other verbal, written or electronic communications between EPC customers and EPC staff, employees, representatives or agents, incorporated herein by reference, these Terms of Use and Terms and Conditions of Sale and the EPC Privacy Policy contain the entire agreement between you, and EPC, relating to your use of this Website and the Sale of Products.

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