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April 21, 1980
New Information
Resale prices suggested only.
Mailed to: E, D, C/1910, 1912/PL

Enclosed Circuit Breakers, Motor Circuit Switches

Price Reference, Discounts and Multipliers

| Price Reference | Apparatus | Industrial User Discount Schedule 30-201 [ⓐ] | | Contractor Discount [ⓑ] | Distributor Discount [ⓑ] |
|-----------------|--|---|------------|----------------------------------|-----------------------------------|
| | | Discount | Multiplier | | |
| PL 30-225 | Enclosures and Enclosed Circuit Breakers | 40% | .60 | Schedule 30-203 | Schedule 30-208 |

Transportation charges on local shipments from warehouses will be borne by Westinghouse to the same extent as common carrier furnishes store door delivery at no extra charge.

Standard Conditions of Sale

Prices

Prices, discounts and commissions are subject to change without notice.

Price Policy

Effective April 21, 1980

Price in effect at time of shipment.

Taxes

The price does not include any Federal, state or local property, license, privilege, sales, use, excise, gross receipts or other like taxes which may now or hereafter be applicable to, measured by or imposed upon or with respect to the transaction, the property, its sale, its value or its use, or any services performed in connection therewith. Purchaser agrees to pay or reimburse any such taxes which Westinghouse or Westinghouse's subcontractors or suppliers are required to pay.

ⓐTerms of Payment

Standard terms of payment are 2% 10th prox., net 25th prox. (2% discount will be allowed on invoices paid by the 10th of the following month - invoices are net and due the 25th of the following month).

Standard terms of payment for U. S. Government purchases for delivery within the continental United States are payment upon receipt of invoice.

Payments

If, in the judgment of Westinghouse, the financial condition of the purchaser, at any time during the manufacturing period, or at the time product is ready for shipment, does not justify the terms of payment specified, Westinghouse may require full or partial payment in advance.

Pro rata payments shall become due as shipments are made. If shipments are delayed by the purchaser, payments shall become due from date when Westinghouse is prepared to make shipment. If manufacture is delayed by the purchaser, payment shall be made based on the contract price and per

ⓐ Changed since previous issue.

ⓑ For classification of purchasers see page 2.

Prices and discounts subject to change without notice.

cent of completion. Product held for the purchaser shall be at the risk and expense of the purchaser.

Delivery

F.O.B. - P/S - Frt. Ppd. and Charged

Orders for this apparatus having a total list price value of less than \$1000 are sold F.O.B., point of shipment, freight prepaid and invoiced to the purchaser.

F.O.B. - P/S - Frt. Ppd. and Allowed

Single orders for this apparatus totaling \$1000 list price or more, or orders for this apparatus in combination with AB De-ion[®] Circuit Breakers, Automatic Transfer Switches, Bus Duct and/or panelboards and which have a total list price value of \$1000 or more, are delivered F.O.B., point of shipment, freight prepaid and included in the price.

Freight Prepaid is Defined as:

ⓐArea A - Shipments to destinations within the United States except Alaska and Hawaii:

to the accessible common carrier point nearest to the first destination, but within the confines of the United States except Alaska and Hawaiian Islands.

Area B - Shipments to destinations other than Area A:

to the common carrier point nearest to the point of departure from Area A to Alaska, Hawaii, or Panama Canal Zone, Puerto Rico, and any other territory, dependency, insular possession, or trust territory.

F.O.B. Destination - Frt./Ppd. and Allowed

When the purchaser's specifications call for delivery F.O.B. destination, Westinghouse will deliver F.O.B. accessible common carrier point nearest first destination, and 1% will be added to the net price.

Cartage (Store Door Delivery): Transportation charges incurred from the nearest accessible common carrier point to final destination or to ship side (in case of shipments to U.S. possessions) are the responsibility of the purchaser unless the common carrier furnishes store door delivery at no extra charge.

Origin, Method of Shipment and Routing:

Westinghouse will determine the point of origin of shipment, the method of transportation, and the routing of shipment. Purchasers requiring shipment by a method or routing other than that of Westinghouse selection will be billed any excess or premium in transportation charges. For example, in case the purchaser requests AIR EXPRESS shipment, Westinghouse will absorb only an amount equal to the charges of the normally selected common carrier. If the actual transportation charges on these shipments are less than such common carrier charges, Westinghouse will absorb only the actual charges. If Westinghouse elects to ship by other than common carrier, the full transportation charges will be prepaid.

In no case will Westinghouse absorb transportation charges in excess of the actual amount received by the carrier for its services.

Purchaser Pick-up: No allowance will be made in lieu of transportation if the purchaser accepts shipment at factory, warehouse or freight station. Transportation charges will not be deducted from a selling price.

U. S. Government: When U. S. Government specifications require a government bill of lading, quotation will be on an f.o.b. point of shipment, freight prepaid basis. On the invoice, however, the commercial freight charge and any transportation tax will be deducted from the full standard price.

Loss, Damage or Delay

Westinghouse shall not be liable for loss, damage, detention, or delay resulting from causes beyond its reasonable control or from fire, strike or other concerted action of workmen, act or omission of any governmental authority or of the purchaser, insurrection or riot, embargo, car shortage, wreck or delay in transportation, or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources. In the event of delay due to any such cause, the date of delivery will be postponed by such length of time as may be reasonably necessary to compensate for the delay.

Warranty

Westinghouse warrants that the products sold by it will, upon shipment, be free of defects in workmanship or material. Should any failure to conform to this warranty become apparent during a period of one year after the date of shipment, Westinghouse shall, upon prompt written notice from the purchaser, correct such non-conformity by repair or replacement, F.O.B. factory, of the defective part or parts. Correction in the manner provided above shall constitute a fulfillment of all liabilities of Westinghouse with respect to the quality of the products. **The foregoing warranty is exclusive and in lieu of all other warranties of quality whether written, oral, or implied (including any warranty of merchantability or fitness for purpose).**

Limitation of Liability

Neither party shall be liable for special, indirect, incidental, or consequential damages. The remedies of the purchaser, as set forth herein, are exclusive, and the liability of Westinghouse with respect to any contract or sale or anything done in connection therewith, whether in contract, in tort, under any warranty, or otherwise, shall not, except as expressly provided herein, exceed the price of the equipment or part on which such liability is based.

Patents

Westinghouse shall at its own expense, defend any suits or proceedings brought against the purchaser, and/or its vendees, mediate and immediate, so far as based on an allegation that any goods, material, equipment, device or article (hereunder referred to as product) or any part thereof furnished hereunder constitutes an infringement of any claim of any patent of the United States, other than a claim covering a process performed by said product or another product produced by said product, provided that such product is not supplied according to purchaser's design, and is used as sold by Westinghouse, if purchaser shall have made all payments then due hereunder, and if Westinghouse is notified promptly in writing and given authority, information and assistance for the defense of said suit or proceeding, and Westinghouse shall pay all damages and costs awarded in any suit or proceeding so defended, provided that this indemnity shall not extend to any infringement based upon the combination of said product or any part or parts thereof with another product or things

not furnished hereunder unless Westinghouse is a contributory infringer. Westinghouse shall not be responsible for any settlement of such suit or proceeding made without its written consent. In case the product or any part thereof furnished hereunder is in any suit or proceeding so defended held to constitute infringement, and its use is enjoined, Westinghouse shall, at its own option and its own expense, either: procure for the purchaser the right to continue using said product or part thereof; or replace it with a non-infringing product; or modify it so it becomes non-infringing; or remove it and refund the purchase price and the transportation and installation costs thereof. The foregoing states the entire liability of Westinghouse with respect to patent infringement by said product or any part thereof.

To the extent that said product, or any part thereof, is supplied according to purchaser's design or instructions, or is modified by purchaser, or combined with purchaser with another product or things not furnished hereunder except to the extent that Westinghouse is a contributory infringer, or is used by purchaser to perform a process, or produce another product, and by reason of said design, instruction, modification, combination, performance, or production, a suit or proceeding is brought against Westinghouse, purchaser agrees to indemnify Westinghouse in the manner and to the extent Westinghouse indemnifies purchaser in the preceding paragraph insofar as the terms thereof are appropriate.

Title - Risk of Loss

The product sold shall remain the personal property of Westinghouse until fully paid for in cash, and the purchaser agrees to perform all acts which may be necessary to perfect and assure retention of title to such product by Westinghouse. Risk of loss of the product, or any part of same, shall pass to the purchaser upon delivery of such equipment or part, F.O.B., point of shipment.

Termination

Any order or contract may be terminated by the purchaser only upon payment of reasonable charges based upon expenses already incurred and commitments made by Westinghouse.

Minimum Billing

The minimum billing charge shall be **\$50.00** plus transportation charges as indicated under "delivery".

Returning Apparatus

Authorization and shipping instruction for the return of any product must be obtained by the purchaser from Westinghouse sales office or distribution outlet before returning the product. Product must be returned with complete identification in accordance with Westinghouse instructions or it will not be accepted. Where a purchaser requests authorization to return product for reasons of his own, he will be charged for placing the returned goods in salable condition (restocking charge) and for any outgoing and incoming transportation paid by Westinghouse.

In no event will Westinghouse be responsible for product returned without proper authorization and identification.

Penalty or Liquidated Damage Clauses

Contracts which include Penalty or Liquidated Damage Clauses for failure to meet shipping promises must be specifically accepted by Westinghouse with Headquarters approval.

Export Packing

List prices include apparatus having standard domestic packing only. Where packing for overseas shipment is required refer to Westinghouse.

Consigned Stock

The apparatus covered herein will not be shipped on consignment.

Field Troubles

Report all field troubles, whether or not they come under the one year guarantee period, to the nearest District Engineering Office.

Classification of Purchasers

| Class | Discount Schedule |
|---|-------------------|
| Industrial Users - all industrial purchasers not otherwise classified | 30-201 |
| Contractors - electrical contractors and electrical contractor dealers | 30-203 |
| Distributors - authorized Westinghouse distributors | 30-208 |