



March 13, 1975
New Information
Mailed to: E, D, C/2089/PL, 2430/PL

Distribution Class Surge Arresters Type LV

Price Reference, Discounts, Commissions and Multipliers

Price List Reference	Apparatus	Purchase For Use, Class I, Discount Schedule 46-501①	Distributor Discount Schedule 46-508①
PL 46-520	Distribution Class Surge Arresters Type LV	Effective 12/17/73 Net 1.00	

Standard Conditions of Sale Prices

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

Computing Final Net Prices—Compute net price for each unit, do not drop the cents, and multiply by the number of units.

Quoted Prices

Quoted prices, unless renewed, automatically expire 15 days from the date of the quotation and are, by notice, subject to change at any time.

Price Policy

Effective February 1, 1975①

Prices are subject to adjustment upward or downward based on changes in Bureau of Labor Statistics labor and material indices as follows:

1. Definitions

- Labor Index shall be the "Gross Average Hourly Earnings" rate in the Electrical Equipment Industry (SIC 36) as published in the "Monthly Labor Review" by the Bureau of Labor Statistics, U.S. Department of Labor.
- Material Index shall be the Steel Mill Products Index (WPI 10-13) as published in the "Monthly Labor Review" by the Bureau of Labor Statistics, U.S. Department of Labor.
- Base Labor and Material Indices are:
Gross Average Hourly Earnings (SIC 36) **\$4.01***
Steel Mill Products Index (WPI 10-13) **169.8**

These are the most recently published indices as of September 1, 1974

* September 1, 1974 Gross Average Hourly Earnings (SIC 36) corresponding to the Bureau of Labor Statistics revised basis of calculation as published in December, 1974 issue of the "Monthly Labor Review."

2. Adjustment Components

For the purpose of adjustment, the proportion of the contract price representing Labor is accepted as 60% and the proportion of the

① Changed since previous issue.

contract price representing Material is accepted as 40%.

3. Adjustment Procedure

- The Base Labor and Material Indices shall be compared with the Labor and Material Indices contained in the most recently published "Monthly Labor Review" available on the date of shipment and percentages of increase or decrease will be determined.

The adjustments for changes in the cost of Labor and Material shall be obtained by applying such percentages of increase or decrease to the amounts representing Labor and Material, as indicated above, and the result shall be accepted as an increase or decrease in the price.

4. General

- If shipment is delayed because of causes beyond the reasonable control of Westinghouse or because of fire, flood, strikes or other labor difficulty, act of any governmental authority or of the Purchaser, riot, embargo, car shortage, wrecks or delays in transportation or inability, due to causes beyond its control, to obtain necessary labor, materials, or manufacturing facilities from usual sources, the price adjustment shall be determined on the basis of the date of actual shipment.
- In the event of any change in the requirements of the contract prior to shipment resulting in a change in the contract price, the new price shall be considered as having been in effect in the date the order was received.
- Should the indices referred to above be discontinued, or should the basis of their calculation be modified, proper indices shall be selected by mutual agreement.
- In determining adjustment to the price for Labor and Material, changes in amounts shall be calculated to the nearest one-tenth of one percent.

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, meas-

ured 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 Other Than U.S. Government

Standard terms of payment are net within 30 days from date of invoice.

Terms of Payment U.S. Government

Terms of payment vary depending upon the agency involved but it is generally understood that the U.S. Government will pay promptly upon receipt of invoice.

Accelerated or Delayed Payments

There will be no reduction in price for payments more favorable to Westinghouse than the standard terms.

If payments are not made in conformance with the standard terms, a service charge shall, without prejudice to the right of Westinghouse to immediate payment, be added to the account of purchase in an amount equal to the lesser of 1½% per month or fraction thereof on the unpaid balance or the highest legal rate.

Payments

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

If shipments are delayed by the purchaser, payments shall become due from the 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 percent of completion. The purchaser shall reimburse Westinghouse for any additional costs resulting from such delay. Products held for the purchaser shall be at the risk and expense of the purchaser.

Delivery

Standard Delivery

F.O.B.-P/S-Frt./Ppd. and Allowed: This product is delivered F.O.B. point of shipment, freight prepaid to an accessible common

carrier point nearest to the first destination. The transportation charges are included in the price.

Special Delivery

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

When the purchaser's specification calls for delivery F.O.B. destination, Westinghouse will deliver F.O.B. to an accessible common carrier point nearest the first destination, freight prepaid and 1% will be added to the net selling 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 the Hawaiian Islands.

Area B - Shipments to destinations other than Area A:

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

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

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.

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 shipments, 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, the quotation will be F.O.B. point of shipment, freight not allowed.

Concealed Damage

Except in the case of F.O.B. destination shipments, Westinghouse will not participate in any settlement of claims for concealed damage. When shipment has been made on an F.O.B. destination basis, purchaser must unpack immediately and, if damage is discovered, must:

1. Not move the product from point of examination.
2. Retain the shipping container and packing material.
3. Notify carrier's agent to make an inspection within 15 days.
4. Send Westinghouse a copy of carrier's inspection report.

Loss, Damage, or Delay

Westinghouse shall not be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of any governmental authority or of the purchaser, riot, embargo, car shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or due to any other cause beyond its reasonable control.

In the event of delay in performance due to any such cause, the date of delivery or time for completion will be postponed by such length of time as may be reasonably necessary to compensate for the delay.

Warranty

1. Standard

Westinghouse warrants that the product 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.

The remedy(ies) provided above shall be purchaser's sole remedy(ies) for any failure of Westinghouse to comply with the warranty provision, whether claims by the purchaser are based in contract or in tort (including negligence).

2. Special

To meet purchaser's terms and conditions or specifications or both, which require the manufacturer to be liable during the warranty period for the direct cost of: (excluding indirect costs chargeable to purchaser such as removing adjacent apparatus, installing spare equipment, loss of revenue and the like)

- a. Removing warranted equipment from service;
- b. Transportation to the factory or repair facility and return to site; Purchaser, as the owner of the product, will retain full responsibility for any damage in transit.
- c. Re-installation on site; of warranted equipment

Add 2% to the final invoice price of the equipment.

The Westinghouse liability for a., b. and c. above, under this special warranty will not exceed 50% of the original selling price of the warranted apparatus.

3. Extended

It is the policy of the Distribution Apparatus Division not to extend warranties beyond 12 months from the date of shipment.

Limitation of Liability

Westinghouse shall not be liable in contract or in tort for special, indirect, incidental, or consequential damages, such as, but not limited to, loss of profits or revenue, loss of use of power system, cost of capital, cost of purchased or replacement power, or claims of customers of purchaser for service interruptions. The remedies of the purchaser set forth herein are exclusive, and the liability of Westinghouse with respect to any contract, or anything done in connection therewith such as the performance or breach thereof, or from the manufacture, sale, delivery, resale, installation or technical direction of installation, repair or use of any equipment covered by or furnished under this contract whether in contract, in tort, or otherwise, shall not exceed the price of the equipment or part on which such liability is based.

Patents

Subject to the following provisions, Westinghouse shall at its own expense, defend or at its option settle any claim, suit or proceeding 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 (hereinafter referred to as product) or any part thereof furnished hereunder constitutes a direct or a contributory infringement of any claim of any



patent of the United States. This obligation shall be effective only 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 claim, suit or proceeding. Westinghouse shall pay all damages and costs awarded in such suit or proceedings so defended. In case the product or any part thereof furnished hereunder becomes the subject of any claim, suit or proceeding for infringement of any United States patent, or in the event of an adjudication that such product or part infringes any United States patent, or if the use or sale of such product or part is enjoined, Westinghouse shall, at its option and its own expense, either

- (a) procure for the purchaser the right to continue using said product or part thereof; or
- (b) replace it with a non-infringing product; or
- (c) modify it so it becomes non-infringing; or
- (d) as a last resort remove it and refund the purchase price and the transportation and installation costs thereof.

The foregoing indemnity does not apply to the following:

1. Patented processes performed by the product, or another product produced thereby.
2. Products supplied according to a design other than that of Westinghouse and which is required by the purchaser.
3. Combinations of the product with another product not furnished hereunder unless Westinghouse is a contributory infringer.
4. Any settlements of a suit or proceeding made without Westinghouse's written consent.

The foregoing states the entire liability of Westinghouse with respect of patent infringement by said product or any part thereof.

If a suit or proceeding is brought against Westinghouse solely on account of activities enumerated in paragraphs 1, 2 and 3 above, purchaser agrees to indemnify Westinghouse in the manner and to the extent Westinghouse indemnified purchaser in the preceding paragraph insofar as the terms thereof are appropriate.

Title—Risk of Loss

The product sold shall remain the property of Westinghouse and shall remain personal property 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 on written notice and upon

payment of reasonable and proper termination charges, including but not limited to all costs identified to the order or contract which have been incurred up to the date of notice of termination, and in addition, 10 percent of the net selling price will be added to compensate for disruptions in scheduling, planned production, and other indirect costs.

Held Orders

Any order held or rescheduled at the request of the purchaser will be subject to the prices and conditions of sale in effect at the time of the release of the hold or the reschedule.

There will be an additional minimum billing of **\$35.00** for any order held or rescheduled at the request of the purchaser.

Minimum Billing

The minimum billing charge shall be **\$25.00** plus transportation charges as indicated under "delivery".

Returning Products

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 and obtains 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 a product returned without proper authorization and identification.

Containers

An extra charge will be made for returnable containers and special shipping devices, but refund will be made if returned freight prepaid in good condition to the factory or other points designated by Westinghouse within ninety (90) days from date of original shipment.

Export Packing

List prices include apparatus having standard domestic packing only. Where packing or overseas shipment is required, add 6% to the net price.

Penalty or Liquidated Damages

Contracts which include penalty or liquidated damage clauses for failure to meet shipping promises must be specifically accepted by Westinghouse with Headquarters approval.

Drawing Approval

Drawing approval assures the purchaser that Westinghouse has designed the product as described and detailed in the purchaser's

specification. If at drawing approval, Westinghouse has failed to design the product in line with the purchaser's specification, Westinghouse will make the appropriate changes at no charge to purchaser. Where purchaser's specifications are not definitive, Westinghouse reserves the right to design the product in line with, in Westinghouse's judgment, good commercial practice. If at drawing approval, the purchaser makes changes outside of the design as covered in his specifications, Westinghouse will then be reimbursed reasonable charges and allowed a commensurate delay in the shipping date based on the changes involved. If drawings are returned late, Westinghouse retains the option of rescheduling the shipment to the first available space; however, every effort will be made to retain the original shipping promise.

Classification of Purchases

Under the Distribution Apparatus Division policy, it is the purchase that is classified, not the customer. As a result, an individual customer may make several different classes of purchases. This requires that each purchase be separately considered to determine its class and thereby the applicable discount. Definitions of the classes of purchases are as follows:

Purchase for Use, Class 1 Schedule 46-501

Those customers purchasing products for their own use including federal, state, and local governments, educational institutions, electrical contractors and consulting engineers.

Distributor Discount Schedule Schedule 46-508

Applies to all distributors after authorization by Westinghouse and execution of form 7120.





July 1, 1975
Supersedes 46-500 SWEA
pages 1-4 dated March 13, 1975
Mailed to: E, D, C/2089/PL, 2430/PL

Distribution Class Surge Arresters Type LV

Price Reference, Discounts, Commissions and Multipliers

Price List Reference	Apparatus	Purchase For Use, Class I, Discount	Distributor Discount
PL 46-520	Distribution Class Surge Arresters Type LV	See Schedule 46-501 SWEA	See Schedule 46-508 BWEA

Conditions of Sale

Prices

For prices and price policy see 46-501 UWEA User Discount Schedule

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 Other Than U.S. Government

Standard terms of payment are net within 30 days from date of invoice.

Terms of Payment U.S. Government

Terms of payment vary depending upon the agency involved but it is generally understood that the U.S. Government will pay promptly upon receipt of invoice.

Accelerated or Delayed Payments

There will be no reduction in price for payments more favorable to Westinghouse than the standard terms.

If payments are not made in conformance with the standard terms, a service charge shall, without prejudice to the right of Westinghouse to immediate payment, be added to the account of purchaser in an amount equal to the lesser of 1½% per month or fraction thereof on the unpaid balance or the highest legal rate.

Payments

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

● Changed since previous issue.

If shipments are delayed by the purchaser, payments shall become due from the 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 percent of completion. The purchaser shall reimburse Westinghouse for any additional costs resulting from such delay. Products held for the purchaser shall be at the risk and expense of the purchaser.

Delivery

Standard Delivery

F.O.B. - P/S - Frt./Ppd. and Allowed: This product is delivered F.O.B. point of shipment, freight prepaid to an accessible common carrier point nearest to the first destination. The transportation charges are included in the price.

Special Delivery

F.O.B. - Destination - Frt./Ppd. and Allowed: When the purchaser's specification calls for delivery F.O.B. destination, Westinghouse will deliver F.O.B. to an accessible common carrier point nearest the first destination, freight prepaid and 1% will be added to the net selling 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 the Hawaiian Islands.

Area B - Shipments to destinations other than Area A:

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

Cartage (Store Door Delivery): Transportation charges incurred from the nearest accessible common carrier point to final destination or to shipside (in case of shipment to U. S. possessions) are the responsibility of the purchaser unless the common carrier furnishes store

door delivery at no extra charge.

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.

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 shipments, 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, the quotation will be F.O.B. point of shipment, freight not allowed.

Concealed Damage

Except in the case of F.O.B. destination shipments, Westinghouse will not participate in any settlement of claims for concealed damage. When shipment has been made on an F.O.B. destination basis, purchaser must unpack immediately and, if damage is discovered, must:

1. Not move the product from point of examination.
2. Retain the shipping container and packing material.

3. Notify carrier's agent to make an inspection within 15 days.
4. Send Westinghouse a copy of carrier's inspection report.

Loss, Damage, or Delay

Westinghouse shall not be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of any governmental authority or of the purchaser, riot, embargo, car shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or due to any other cause beyond its reasonable control.

In the event of delay in performance due to any such cause, the date of delivery or time for completion will be postponed by such length of time as may be reasonably necessary to compensate for the delay.

Warranty

1. Standard

Westinghouse warrants that the product 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.

The remedy(ies) provided above shall be purchaser's sole remedy(ies) for any failure of Westinghouse to comply with the warranty provision, whether claims by the purchaser are based in contract or in tort (including negligence).

2. Special

To meet purchaser's terms and conditions or specifications or both, which require the manufacturer to be liable during the warranty period for the direct cost of: (excluding indirect costs chargeable to purchaser such as removing adjacent apparatus, installing spare equipment, loss of revenue and the like)

- a. Removing warranted equipment from service;
- b. Transportation to the factory or repair facility and return to site; purchaser, as the owner of the product, will retain full responsibility for any damage in transit.

- c. Re-installation on site; of warranted equipment.

Add 2% to the final invoice price of the equipment.

The Westinghouse liability for a., b. and c. above, under this special warranty will not exceed 50% of the original selling price of the warranted apparatus.

3. Extended

It is the policy of the Distribution Apparatus Division not to extend warranties beyond 12 months from the date of shipment.

Limitation of Liability

Westinghouse shall not be liable in contract or in tort for special, indirect, incidental, or consequential damages, such as, but not limited to, loss of profits or revenue, loss of use of power system, cost of capital, cost of purchased or replacement power, or claims of customers of purchaser for service interruptions. The remedies of the purchaser set forth herein are exclusive, and the liability of Westinghouse with respect to any contract, or anything done in connection therewith such as the performance or breach thereof, or from the manufacture, sale, delivery, resale, installation or technical direction of installation, repair or use of any equipment covered by or furnished under this contract whether in contract, in tort, or otherwise, shall not exceed the price of the equipment or part on which such liability is based.

Patents

Subject to the following provisions, Westinghouse shall at its own expense, defend or at its option settle any claim, suit or proceeding 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 (hereinafter referred to as product) or any part thereof furnished hereunder constitutes a direct or a contributory infringement of any claim of any patent of the United States. This obligation shall be effective only 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 claim, suit or proceeding. Westinghouse shall pay all damages and costs awarded in such suit or proceedings so defended. In case the product or any part thereof furnished hereunder becomes the subject of any claim, suit or proceeding for infringement of any United States patent, or in the event of an adjudication that such product or part infringes any United States patent, or if the use or sale of such product or part is enjoined, Westinghouse shall, at its option and its own expense, either

- (a) procure for the purchaser the right to continue using said product or part thereof; or

- (b) replace it with a non-infringing product; or
- (c) modify it so it becomes non-infringing; or
- (d) as a last resort remove it and refund the purchase price and the transportation and installation costs thereof.

The foregoing indemnity does not apply to the following:

1. Patented processes performed by the product, or another product produced thereby.
2. Products supplied according to a design other than that of Westinghouse and which is required by the purchaser.
3. Combinations of the product with another product not furnished hereunder unless Westinghouse is a contributory infringer.
4. Any settlements of a suit or proceeding made without Westinghouse's written consent.

The foregoing states the entire liability of Westinghouse with respect of patent infringement by said product or any part thereof.

If a suit or proceeding is brought against Westinghouse solely on account of activities enumerated in paragraphs 1, 2 and 3 above, purchaser agrees to indemnify Westinghouse in the manner and to the extent Westinghouse indemnified purchaser in the preceding paragraph insofar as the terms thereof are appropriate.

Title - Risk of Loss

The product sold shall remain the property of Westinghouse and shall remain personal property 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 on written notice and upon payment of reasonable and proper termination charges, including but not limited to all costs identified to the order or contract which have been incurred up to the date of notice of termination, and in addition, 10 percent of the net selling price will be added to compensate for disruptions in scheduling, planned production, and other indirect costs.

Held Orders

Any order held or rescheduled at the request of the purchaser will be subject to the prices and conditions of sale in effect at the time of the release of the hold or the reschedule.

There will be an additional minimum billing of **\$35.00** for any order held or rescheduled at



the request of the purchaser.

Minimum Billing

The minimum billing charge shall be \$25.00 plus transportation charges as indicated under "delivery".

Returning Products

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 and obtains 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 a product returned without proper authorization and identification.

Containers

An extra charge will be made for returnable containers and special shipping devices, but refund will be made if returned freight prepaid in good condition to the factory or other points designated by Westinghouse within ninety (90) days from date of original shipment.

Export Packing

List prices include apparatus having standard domestic packing only. Where packing for overseas shipment is required, add 6% to the net price.

Penalty or Liquidated Damages

Contracts which include penalty or liquidated damage clauses for failure to meet shipping promises must be specifically accepted by Westinghouse with Headquarters approval.

Drawing Approval

Drawing approval assures the purchaser that Westinghouse has designed the product as described and detailed in the purchaser's specification. If at drawing approval, Westinghouse has failed to design the product in line with the purchaser's specification, Westinghouse will make the appropriate changes at no charge to purchaser. Where purchaser's specifications are not definitive, Westinghouse reserves the right to design the product in line with, in Westinghouse's judgment, good commercial practice. If at drawing approval, the purchaser makes changes outside of the design as covered in his specifications, Westinghouse will then be reimbursed reasonable charges and allowed a commensurate delay in the shipping date based on the changes involved. If drawings are returned late, Westinghouse retains the option of rescheduling the shipment to the first av-

ailable space; however, every effort will be made to retain the original shipping promise.

Classification of Purchases

Under the Distribution Apparatus Division policy, it is the purchase that is classified, not the customer. As a result, an individual customer may make several different classes of purchases. This requires that each purchase be separately considered to determine its class and thereby the applicable discount. Definitions of the classes of purchases are as follows:

Purchase for Use, Class 1 Schedule 46-501

Those customers purchasing products for their own use including federal, state, and local governments, educational institutions, electrical contractors and consulting engineers.

Distributor Discount Schedule Schedule 46-508

Applies to all distributors after authorization by Westinghouse and execution of form 7120.

