



**Distribution** Hoffman Enclosures Inc. d/b/a Pentair Technical Products ("Hoffman") brand products are sold through a world-wide network of selected Electrical Distributors. Hoffman is represented by area Sales Representatives located throughout the world. Contact Hoffman for the name of your nearest Representative or Distributor.

**Delivery** The estimated shipping date is based on production time required to process the order commencing with the date the order is received by us. In the event it is necessary to revise the design, specifications, or Conditions of Sale, the shipping date shall be automatically extended by the period of time required to achieve the mutually agreed upon corrections or adjustments of the design, specifications, or Conditions of Sale. Shortages and non-conformity of invoice and shipments must be reported to Pentair Technical Products Anoka via telephone or fax within 15 days of receipt. Failure of Purchaser to properly notify Hoffman will constitute acceptance of shipment.

**Delays in Delivery** The Purchaser shall not hold Hoffman responsible for any delay or for any damages suffered by the Purchaser by reason of any delay due to fires, strikes, riots, Acts of God, priorities, government orders or restrictions, delays in transportation, delays by suppliers of materials or parts, inability to obtain necessary labor, or other causes beyond the control of Hoffman. In the event of such delay, the shipping date shall be extended for a period equal to the time lost by reason of such delay.

**Damage or Loss in Transit** Delivery of goods to a carrier at Hoffman's plant or other shipping point shall constitute delivery. Regardless of freight payment, all risk of loss or damage in transit shall pass to Purchaser at that time. Hoffman will assist Purchaser in securing satisfactory adjustment of such claims if notified within 15 days of receipt. Terms are F.O.B. Hoffman Distribution Center.

**Warranties** For all products, other than McLean brand products which have the warranty terms set forth in the McLean Instruction Manual, Hoffman warrants goods manufactured by it to be free from defects in materials and workmanship for a period of (1) year from date of shipment from its plant. If within such period any such goods shall be proven to Hoffman's satisfaction to be defective, then and in that event such goods shall be repaired or replaced at Hoffman's option. Such corrections or replacement of defective goods shall constitute a fulfillment of all liabilities in respect to such goods. Under no circumstances will credit be allowed for unauthorized rework on any materials. Please consult the McLean Instruction Manual or contact your local Hoffman Representative for warranty information pertaining to McLean brand products.

**THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Hoffman shall not be liable for damages to goods, property, or persons due to improper installation or through attempts to utilize the goods under conditions which exceed the designed capabilities.

**Catalog Weights and Dimensions** Catalog weights and dimensions are careful estimates, but are not guaranteed.

**Patents** Hoffman will defend any suit or proceeding brought against the Purchaser insofar as it is based on a claim that goods, or any part thereof, sold hereunder, constitutes an infringement of any patent of the United States, if notified promptly in writing and given authority, information and assistance, at our expense, for the defense of the same. This agreement shall not extend to any infringement based upon the manufacture, use of sale of any of said goods or any part or parts thereof, in combination with materials or things not furnished hereunder.

In the event the use of said equipment by Purchaser is enjoined in such a suit, Hoffman shall, at its own expense and election, either (a) procure for Purchaser the right to continue using said goods, (b) modify goods to render them non infringing, (c) replace said goods with non infringing goods, or (d) refund the purchase price and the transportation costs of said goods. Hoffman will not be responsible for any compromise or settlement made without its written consent. The foregoing states the entire liability of Hoffman with respect to patent infringement by said goods.

As to goods furnished by Hoffman to Purchaser and manufactured in accordance with designs proposed by Purchaser, Purchaser shall indemnify and defend Hoffman against any claim, action, or award made against Hoffman for patent, trademarks, or copyright infringement relating to the designs or specifications furnished by Purchaser.

**Consequential Damages** NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, HOFFMAN ENCLOSURES INC. SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, CONTINGENT OR INCIDENTAL DAMAGES WHATSOEVER.

**Penalty Clause** No penalty clause of any description, in any specification or order, will be effective unless approved in writing over the signature of an officer of Hoffman Enclosures Inc.

**Errors** All clerical errors are subject to correction.