Customer Terms & Conditions:
Unless otherwise agreed to in writing by FSIP Electronics (FSIP), the following policies are in effect for all sales of controls, components, remanufactured, and new parts.

Acceptance:
All orders are subject to approval and acceptance by FSIP. The following terms and conditions apply to all orders and are subject to change without prior notice. FSIP reserves the right to cancel accepted orders if circumstances beyond its control (including but not limited to fires, floods, strikes, labor disputes, accidents, sabotage, terrorism, war, riots, delays in transportation or lack of transportation facilities, restrictions imposed by law, material shortages, and other similar matters), cause FSIP to be unable to timely deliver products pursuant to such order.

Prices:
Prices are subject to change without prior notice. Unless otherwise stated, all prices are in U.S. dollars.

Payment Terms:
Net 30 days, with approved credit. Credit cards may not be used to pay a Net 30 Account.

Past Due Accounts:
All amounts not paid when due are subject to a carrying charge of 1.5% per month to the extent allowed by law and otherwise at the highest written contract rate allowed by law. All invoices not paid when due are subject to collection and legal charges.

Shipping/Freight Terms:
Products (other than batteries) are sold Ex Works FSIP warehouse. Purchaser agrees to pay freight and shipping, pursuant to FSIP customer specific freight policies. Buyer is responsible for all shipping costs, freight, duties, and tariffs associated with sending products to FSIP for Reman services.

Cancellations:
Orders cannot be cancelled after they have been processed unless otherwise approved.

FSIP Limited Warranty:
FSIP warrants to Buyer that product and any services are free from defects in workmanship and materials for a period of twelve (12) months, unless otherwise stated, from FSIP shipment date with proof of purchase.

The following warranty periods apply for the specified products:

Remanufactured Battery Chargers/Dischargers/Components (unless noted): Six (6) Month Warranty
- Enersys Charger Modules ..... Twelve (12) Month Warranty
- Hawker Charger Modules ..... Twelve (12) Month Warranty

New/Distributed Products (unless noted): ..... Twelve (12) Month Warranty
- DisChargePlus Loadbank ..... Eighteen (18) Month Warranty
- SPE ChargePlus Universal Chargers: ..... Twenty-four (24) Month Warranty
- SPE Green Single Phase Industrial Chargers: ..... Thirty-six (36) Month Industrial Application Warranty
- SPE Green Three Phase Industrial Chargers: ..... Sixty (60) Month Industrial Application Warranty
- SPE TORO720 Battery Chargers: ..... Sixty (60) Month Industrial Application Warranty
- SPE Tennant T5 & T7 Chargers: ..... Twenty-four (24) Month Warranty
- Navitas TSX3.0 Models ..... Twenty-four (24) Month Warranty
- Navitas TAC2 AC Induction Models ..... Twenty-four (24) Month Warranty
- ECO Battery EB Power AC Powertrain Major Components ..... Twenty-four (24) Month Warranty *
- ECO Battery EB Power AC Powertrain non-Major Components .. Twelve (12) Month Warranty *

** ECO Battery does not provide manufacturer warranty coverage for components sold or located outside of the United States of America. FSIP as a distributor follows this guideline and likewise cannot offer any warranty coverage to components sold or located outside of the United State of America*

- Lithium Rhino Batteries ..... Eight (8) Year Manufacturers Limited Warranty[1]
- Lithium Rhino Accessories ..... Twelve (12) Month Manufacturers Warranty[1]

[1] Visit https://lithiumrhino.com/pages/warranty for full warranty details and instructions.

- Total Source Industrial Batteries ..... Five (5) Year Manufacturers Limited Warranty[2]

[2] Contact FSIP for full warranty details and instructions (DO NOT RETURN INDUSTRIAL BATTERIES TO FSIP ELECTRONICS).

- MODZ Batteries ..... Limited Lifetime Prorated Warranty[3]
- MODZ Accessories ..... Twelve (12) Month Manufacturers Warranty[3]
- MODZ Chargers ..... Three (3) Year Manufacturers Warranty[3]

[3] Visit: https://www.golfcartking.com/warranties/ for warranty details and instructions. Limited Lifetime Prorated Warranty Details.

The warranties and remedies set forth herein are conditioned upon (a) proper storage, installation, use and maintenance, and conformance with any applicable recommendations of Seller, (b) Buyer promptly notifying Seller of any defects and, if required, promptly making the product available for correction, (c) Buyer contacts our Warranty Assistance Hotline (717) 254-3747 or RArequest@fsip.biz for a Return Material Authorization (RMA) number to return the product, (d) original proof of purchase is supplied and (e) the defective product is returned to FSIP, transportation prepaid:

FSIP Electronics
1015 Harrisburg Pike
Carlisle, PA 17013
Attn: Warranty Return Department

The customer must include the following information:
- Company name
- Return Material Authorization number (supplied by FSIP warranty department)
- Part number & quantity
- Copy of RMA claim form for each item noting reason for return or failure symptom, install dates, service/fail dates, hours of operation (if possible)
- Original purchase order number

The liability of FSIP under the warranty is limited to replacing, repairing, or issuing credit, at their option, for any electric parts which ARE RETURNED BY PURCHASER during such periods. Credits will only be given after FSIP has performed analysis of the control and determined fault was due to improper workmanship or materials. ***(Credit debits will not be accepted prior to FSIP analysis of material).*** FSIP agrees to process all material in a timely fashion as to not delay payments of any credits due to customer. A restocking fee may apply to units being returned for full credit that are No Fault Found (NFF). See section below on **Full Credit Requests.**
Material returned is considered in warranty when meeting all criteria for warranty determination. If warranty is rejected (see **Basis for Rejection of Warranty Claims**), or determined NFF by electrical testing, credit only is no longer valid, and return, repair, or replacement is at the expense of the customer.

Basis for Rejection of Warranty Claims
Evidence of any of the following will render the warranty of FSIP products invalid:

1. Abused or missing parts
2. Battery acid, oil, corrosion, or other contaminants
3. Connection to improper voltage
4. Subjected to excessive overload
5. Changed components in an assembly, such as cards in card boxes
6. Parts substitution in the control system that are not original equipment
7. Part not defective but misadjusted
8. Damaged wire leads or connections
9. Improper or lack of maintenance
10. Improper storage leading to harmful exposure to elements
11. Lack of proper paperwork
12. Date code outside of warranty period

Full Credit Requests
The following will determine if full credit, a 25% restocking fee, or NO credit will be issued/charged on returned parts.

- A 25% restocking fee will apply if:
  - Customer returns part not needed and the part passed all tests
  - Customer ordered wrong part and does not order correct part
  - Customer returns defective part for full credit and unit tests ok (TOK)

- NO Credit will be issued if:
  - A part not needed is returned and fails FSIP testing
  - A part ordered or received wrong is returned and fails FSIP testing
  - A defective part is returned, and the failure is determined to be customer fault
  - A part returned was not an FSIP part supplied by FSIP

Merchandise must be returned "Freight Prepaid," with the Return Material Authorization Number clearly labeled on the outside of the package. Parts must be in original packaging, in salable condition, and originally purchased from FSIP.

FSIP assumes no responsibility for consequential damage of any nature. The Customer will assume all liability for the consequences of its use or misuse by their employees or others. This warranty is in lieu of all other warranties expressed or implied. Warranty does not cover labor, rentals, or lost wages under any circumstances.

Core Charges:
Cores should be returned using the supplied Core Return RMA form. Core credits will be issued when a rebuildable core is returned to FSIP within 90 days. Cores returned within 45 days will be given full credit. Cores returned between 46-90 days will be issued half credit. Cores returned after 90 days will have no credit applied.

Core credits may have deductions for the following reasons:

- Core has been disassembled
- Missing parts
- Bad or unserviceable non-standard replacement components
- Cores are not of the same configuration as remanufactured unit supplied

Returned items must be returned to FSIP with freight prepaid.

Limitation of Liability:
FSIP SHALL NOT IN ANY CASE BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR OTHER SIMILAR DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY EVEN IF FSIP OR OUR AGENT HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. Among other things, this means FSIP is not responsible for any costs incurred because of lost profits or revenues. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Tax:
Purchasers are responsible for all manufacturers' tax, sales tax, use tax, excise tax, or other tax duty or similar fees imposed by any governmental authority in connection with the sale or use of the products sold. Purchaser agrees to reimburse FSIP for all such taxes, duties, or fees it incurs because of the products sold to purchaser.

Waiver:
No failure by FSIP to insist on strict compliance with, or performance of, any term or condition hereof shall constitute a waiver of such term or condition, and FSIP reserves the right to enforce the same.

Applicable Law/Exclusive Jurisdiction:
These terms and conditions, and the sale of goods hereunder, shall be governed by and interpreted under the laws of the State of Pennsylvania.

International Transactions:
The Global Letter of Assurance must be completed to ensure all customers are aware of and comply with export laws and regulations, including U.S. and E.U. export control programs.

Export Control:
Purchaser acknowledges that all products and any associated technology transferred by the Seller are subject to the U. S. export control and sanctions laws, regulations, and Executive Orders, including without limitation the Export Administration Regulations (15 C.F.R. Parts 730 to 774), the International Traffic in Arms Regulations (22 C.F.R. Parts 120-130) and the Foreign Assets Control Regulations (31 C.F.R. Parts 500-598).

In no event shall Purchaser sell, lease, use, transfer, release, import, export, or re-export products in violation of such applicable laws, regulations, orders, or requirements. Purchaser hereby agrees that it will not transfer, export, or re-export the Products and related technology except in compliance with all applicable U.S. export control and sanctions laws, regulations, and Executive Orders. Exports and re-exports to parties who have been denied export privileges or debarred from an export transaction are prohibited. Exports and re-exports to embargoed and sanctioned countries are prohibited unless otherwise authorized by the U.S. regulatory licensing authority.

Violations against any U.S. export laws, sanctions, and regulations may result in termination of this Agreement by the Seller, including any business arrangement or relationship with the Purchaser. If Purchaser embarks on any course of conduct that leads to a violation of applicable export controls or sanctions, Purchaser agrees to indemnify, defend, and hold harmless Seller from and against any damages, liabilities, losses, costs, expenses, and fees (including reasonable attorneys' fees) to the extent arising out of or related to Purchaser's acts or omissions.

Severability:
If any term or policy set forth herein shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such term or policy shall be enforced to the fullest extent permitted by applicable law, and the validity, legality, and enforceability of the remaining terms and policies shall not be affected or impaired thereby.