


While filling in the online order screen, the customer needs to check acceptance on the section highlighted below, and can view the T&Cs:

Cart Items	Qty	Item Price	Item Total
 <p>SEL-2652 Trip Coil Monitor Part # 2652A1XX Manufacturing lead time is 5–10 business days.</p>	1	\$200.00	\$200.00
Subtotal			\$200.00
Estimated Tax			\$15.60
Total			\$215.60

Enter Promo Code: Tax Exempt

I have read and agree with the [terms and conditions](#).

Online Sales Terms and Conditions

Please read this document carefully. It contains very important information regarding Your rights and obligations, including limitations and exclusions that might apply to You.

- General Terms.** These sales terms (“Terms”) apply to the purchase and sale of Schweitzer Engineering Laboratories, Inc.’s (“SEL, Inc.”), its affiliates, subsidiaries, or divisions, (collectively, “SEL”), Products and Services through www.selinc.com, unless other terms are specified in SEL’s quotation or sales order acknowledgment or unless otherwise agreed by SEL, Inc. in writing. If You are purchasing Products or Services on behalf of a company or other legal entity, You represent that You have the authority to bind such entity and its affiliates to these Terms, in which case the terms “You and “Your” shall refer to such entity and its affiliates. For the purposes of these Terms and unless stated otherwise, “Products” shall mean the products manufactured by SEL, including SEL systems or control enclosure structures, specified on the SEL sales order acknowledgment, including without limitation any accessories, enclosed documentation and embedded software; and “Services” shall mean any SEL training, consulting, technical support and any other services specified on the SEL sales order acknowledgment, except for projects governed by an SEL Engineering Services Proposal. All sales are expressly limited to these Terms and are conditional on Your assent to these Terms. By clicking a box indicating Your acceptance of these Terms or by placing an order for such Products or Services, You agree to be bound by and accept these Terms. If You do not agree to these Terms, You should not obtain Products or Services from this site. SEL expressly objects to any additional or different terms proposed by Buyer, unless expressly agreed to in writing by SEL.. These Terms are subject to change by SEL without prior written notice at any time, in SEL’s sole discretion. The latest version of the Terms will be posted on this site, and You should review these Terms prior to purchasing any Products or Services that are available through this site. These Terms are an integral part of the Site Terms of Use that apply generally to the use of SEL’s site. You should also carefully review our Privacy Policy before placing an order for Products or Services through this site. No contract will be deemed to be formed until the SEL sales order acknowledgment has been sent to You, and all orders are subject to SEL’s ability to obtain, on appropriate terms and within a reasonable amount of time, any export or import license or permit required by applicable law or regulation. SEL shall have the right to cancel any order at any time for failure of You to agree to these Terms or for any material breach by You of these Terms, including without limitation failure to pay any amounts due, violation of the then-current SEL Software License Agreement or noncompliance with the then-current SEL credit requirements. SEL makes every effort to maintain the availability of our site. However, should SEL experience technical difficulties, SEL is not responsible for orders that are not processed or accepted.
- Prices, Taxes and Payment Terms.** Prices shall be the prices in effect on the date of the SEL sales order acknowledgment, and are subject to change without notice. For sales within the continental United States, prices include ground freight prepaid to Your place of business. For sales outside the continental United States, prices are exclusive of any freight, packing or insurance charges and any customs, sales, use, value-added, property or similar taxes, tariffs or duties unless specified otherwise by SEL. For Services performed on a time and expense basis, charges shall include time and expenses incurred in the previous calendar month. For Services performed on a fixed-price basis, charges shall include the price of major deliverables substantially completed in the previous calendar month. For Services, additional

charges may result from modifications to the desired Services or from unforeseen conditions. Partial shipments will be invoiced and are payable as they occur in accordance with these Terms. All payments shall be made in United States Dollars, unless specified otherwise. SEL may accept credit cards for purchases. You represent and warrant that (i) the credit card information You supply to SEL is true and correct and complete, (ii) charges incurred by You will be honored by Your credit card company, and (iii) You will pay charges incurred by You at the posted prices. Purchase orders from businesses may be accepted upon SEL's approval and payable on net thirty (30) days from date of invoice. Partial shipments will be invoiced and are payable as they occur in accordance with these Terms. You must meet the then-current SEL credit requirements to purchase on credit. If, in the judgment of SEL, Your financial condition at any time prior to delivery does not justify the payment and/or credit terms offered by SEL, SEL may require payment in advance or postpone or cancel any outstanding order, whereupon SEL shall be entitled to receive reasonable cancellation charges. Delays in delivery or non-conformities in any installments shall not relieve You of Your obligation to pay any remaining installments. SEL may, at its sole discretion, impose a late charge equal to the lesser of 1.5% per month or the highest applicable rate allowed by law on all amounts not paid when due. Any payment made by You may be applied to amounts due before being applied to current orders, at SEL's sole discretion. Notwithstanding the foregoing, Your failure to pay amounts due shall be deemed a material breach of these Terms, and any acceptance by SEL of late payments shall not be deemed a waiver of such breach. To the extent allowed by law, SEL shall be entitled to recover all costs incurred in collecting amounts due from You, including without limitation legal fees and other costs (including without limitation disbursements).

3. **Delivery, Documentation and Disclosure of Information.** Delivery dates are approximate, based upon prompt receipt of all necessary information from You and do not constitute a contractual obligation. SEL shall pack and ship Products according to its standard procedure, and all shipments shall be sent to You using the SEL standard freight forwarder or carrier. You shall pay for any increased costs due to special packing, shipment (including freight forwarders or carriers required by You) or insurance requests, as well as any detention charges. Seller reserves the right to make partial shipments of the Products and/or to ship Products early unless otherwise stipulated in Your purchase order. Unless otherwise stated in the SEL sales order acknowledgement, the shipping terms are as stated herein. For Products shipped to addresses within the continental United States, title and risk of loss or damage shall pass to You upon delivery to Your place of business. You must unpack and examine Products immediately and, if damage is discovered, (i) maintain Products at the place of examination, (ii) retain the shipping container and packing material, (iii) notify the carrier of any apparent damage in writing on carrier's delivery receipt and request carrier to make an inspection, (iv) notify SEL within three (3) days of delivery and (v) send SEL a copy of carrier's inspection report. For Products shipped to addresses outside the continental United States, title and risk of loss or damage shall pass to You at the SEL factory upon delivery to the freight forwarder or carrier, and You shall have a reasonable time after receipt of Products to inspect and reject or accept Products. In any event, acceptance shall be deemed to have occurred no later than fifteen (15) days after shipment. You may not return any Product without prior written consent of SEL. When applicable, SEL shall provide You with one (1) copy of instructions for each Product. You may not reproduce such instructions. You may order additional copies from SEL. All instructions and related documentation shall be in English. Although SEL or its representatives may from time to time provide translations of such instructions and documentation as a courtesy, the English version shall govern in the event of, and SEL shall not be liable for, any discrepancies. The English versions are available at www.selinc.com. Any information, suggestions or ideas transmitted by You to SEL in connection with performance hereunder shall not be regarded as proprietary or confidential, unless identified in writing by You and acknowledged in writing by SEL.
4. **Intellectual Property.** You shall not challenge the validity of any SEL intellectual property, including without limitation any trademarks, service marks, trade dress, patents, copyrights, trade secrets or licenses. You acknowledge that SEL intellectual property is the sole property of SEL. By sale of Products or Services to You, SEL does not transfer any SEL intellectual property rights (including without limitation rights to designs or other work product). You shall not remove or alter any trademarks, service marks or trade dress that identify SEL, nor use any trademarks, service marks, trade dress or any other intellectual property that, in the sole discretion of SEL, is confusingly similar to those of SEL. Any software (including firmware) included with Products is owned by SEL (or its licensors) and is licensed, not sold, to You. You may use such software only with Products and only as intended by SEL. All software shall be provided subject to the then-current SEL Software License Agreement.
5. **Product Warranty and Services Commitment.** SEL warrants to You that Products are free from defects in material and workmanship for ten (10) years after shipment for all SEL Products, including SEL-manufactured control enclosure structures and panels. This warranty is conditioned upon proper storage and shall be void in its entirety if You modify the Products without prior written consent to and subsequent approval of any such modifications by SEL or uses Products for any applications that require product listing or qualification not specifically included in the SEL written quotation or proposal. If any Product fails

to conform to this warranty, You properly notify SEL of such failure and You return the Product to SEL factory for diagnosis (and pay all expenses for such return), SEL shall correct any such failure by, at its sole discretion, either repairing any defective or damaged Product part(s) or making available any necessary replacement part(s) or Product(s); freight will be prepaid by SEL (Carriage Paid To (CPT) customer's place of business). If SEL is unable or unwilling to repair or replace, You and SEL shall negotiate an equitable resolution such as a prorated refund or credit to Your account. Any Product repair or upgrade shall be covered by this warranty for the longer of one (1) year from date of repair or the remainder of the original warranty period. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY SHALL BE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF PERFORMANCE OR DEALING OR USAGE OF TRADE), EXCEPT WARRANTY OF TITLE AND AGAINST PATENT INFRINGEMENT.** SEL shall, whenever possible, pass the original manufacturer warranty to You for non-SEL products. SEL does not warrant non-SEL products, including non-SEL control enclosure structures, and non-SEL products within SEL panels, control enclosure structures and systems, and products or prototypes provided by SEL for testing, marketing, or loan purposes. SEL shall perform Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. SEL shall reperform (or, at SEL's option, pay a third party to reperform) any defective Services (including Services performed in conjunction with SEL systems) at no cost upon receipt of notice detailing the defect(s) within one (1) year of performance of the original Services.

6. **Limitation of Liability, Indemnity and Insurance.** In no event, whether as a result of breach of contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall SEL be liable to You or Your insurers for any loss or damage for an amount exceeding the price of the specific Product or Service that gave rise to the claim, and any liability shall terminate upon the expiration of the warranty period. No claim, regardless of form, arising from these Terms may be brought by You more than one (1) year from the date such claim accrues. In no event, whether as a result of breach of contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall SEL be liable for any special, consequential, incidental, liquidated or punitive damages, including without limitation any loss of profit or revenues, loss of use of Products or associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, downtime costs or claims of Your customers for such damages. If SEL or its subcontractors or suppliers provide You with advice or other assistance, including input of customer-provided or customer-requested settings and advice related thereto, concerning any Product or any system or equipment in which any such Product may be installed, the provision of such advice or assistance shall not subject SEL to any liability, whether as a result of breach of contract, indemnity, warranty, tort (including negligence), strict liability or otherwise. SEL shall not be liable for any claims or losses resulting from any unauthorized access to Products. You confirm that You have read the manuals and instructions for use of Products (or that You will do so) and shall not install or operate Products unless You are competent to do so. You shall indemnify, defend and hold harmless SEL and all related parties from and against any claims, demands, causes of action, losses, costs and expenses, including without limitation legal fees and other costs, arising directly or indirectly from, as a result of or in connection with the acts or omissions of You, Your officers, employees, agents or representatives, including without limitation (i) Your modification or integration of any Product, (ii) Your specifications, (iii) Your relay settings, which may or may not be based on relay setting examples or guides from SEL, (iv) any changes made by You or others related to design documents produced by SEL, (v) any unauthorized use or reuse of the designs, drawings, plans and specifications furnished by SEL, (vi) Your failure to fully utilize the password protection available in any Product (including without limitation Your failure to use passwords or to change default passwords to unique passwords) or (vii) any breach of these Terms by You. You shall maintain commercially reasonable insurance (including waiver of subrogation) against liability and property damage, including without limitation all standard commercial, environmental and, for any Products used in connection with any nuclear facility or activity, nuclear incident insurance.
7. **Patent Indemnity.** SEL shall defend any action brought against You based on a claim that any Product as provided by SEL infringes any United States patent, and SEL shall pay any award or settlement recovered against You in any such action and shall reimburse You for reasonable costs incurred by You in the defense of any such action, provided that You give SEL prompt notice of such action, reasonable assistance in the defense thereof and full opportunity to control all aspects thereof, including settlement, and do not take any position adverse to SEL in connection with such action. In the event such Product is held to constitute infringement and use of the Product is enjoined (or SEL foresees a substantial risk of such event), SEL shall, at its sole discretion, exchange the Product with a non-infringing Product, acquire the right for You to continue using it, modify it so that it becomes non-infringing or repurchase it from You for a fair portion of the original price. SEL shall not be liable for damages that arise after SEL offers one of

the foregoing remedies in good faith. SEL shall not be liable for any patent infringement claim arising from any custom Product, modification of any Product, integration of any Product not as intended by SEL, or integration of any Product with any non-SEL product, and You shall fully indemnify, defend and hold harmless SEL and all related parties from and against any such patent infringement claim.

8. **Transfer to End-User Other Than You.** Prior to resale of any Product, You shall obtain written authorization from SEL for any such resale. To obtain such authorization, You shall provide SEL, initially and on an ongoing basis, with complete and accurate end-user data for each Product. You shall provide the end-user of each Product with all product notices, warnings, instructions, recommendations, bulletins and similar materials provided directly or indirectly by SEL. In the event You transfer to a third party any Product or any right or interest therein, You shall indemnify, defend and hold harmless SEL and all related parties from and against any claims against SEL in excess of any SEL obligations under these Terms by such transferee or any other party. Any assignment or transfer of any Product without prior written authorization from SEL shall void the SEL warranty. You may not assign or transfer any Product where such assignment or transfer would violate any applicable export laws, regulations or orders. You warrant that the shipping information is true and accurate to the best of Your knowledge. The attempted assignment or transfer by You of these Terms or any rights or duties hereunder without prior written consent of SEL shall not relieve You of any obligations to SEL.
9. **Cancellation; Delays. Any order may be cancelled by You only upon written notice and payment of reasonable cancellation charges, including without limitation a reasonable restocking fee plus all costs incurred up to the date of cancellation.** Any order delayed at Your request shall be subject to the prices and Terms in effect at the time of release of such delay. Any such order delayed beyond a reasonable period (as determined in SEL's sole discretion) shall be treated as a cancellation by You, and You shall be responsible for reasonable delay and cancellation costs.
10. **Governing Law and Dispute Resolution.** The laws of the State of Washington, USA, excluding conflict of laws principles, shall govern these Terms. The parties reject any applicability of the United Nations Convention on Contracts for the International Sale of Goods. Any controversy or claim arising out of or relating to these Terms, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the arbitration award may be entered in any court of competent jurisdiction. Arbitration shall be held in Seattle, Washington, or another location agreed upon by the parties, and shall be conducted in English. The prevailing party to any dispute shall be entitled to recover legal fees and other costs (including without limitation arbitration fees, disbursements, and collection costs).
11. **Miscellaneous.** These Terms, including the SEL Software License Agreement and SEL sales order acknowledgement, constitute the entire agreement between SEL and You, and supersede any prior or contemporaneous verbal or written agreements, negotiations, commitments, representations or correspondence between the parties, including without limitation any terms on any purchase order form. SEL rejects any representation, express or implied warranty, course of performance or dealing, trade usage or any different or additional terms not set forth herein. SEL reserves the right to modify or revoke any order to comply with applicable laws and market conditions. Any notice pursuant to these Terms shall be deemed given when sent by registered mail, certified mail (return receipt requested), overnight delivery, or fax (receipt confirmed) to an authorized officer at the address or fax number listed on the SEL sales order acknowledgment or, if no such address or fax number is provided, at the registered headquarters of the other party. All rights and duties hereunder shall be for the sole and exclusive benefit of You and SEL, and not for the benefit of any other party. SEL may perform its obligations hereunder personally, or through one or more of its affiliates or subsidiaries, although SEL shall nonetheless be solely responsible for the performance. No failure or delay by either party in exercising any right or remedy, or insisting upon strict compliance by the other party with any obligation in these Terms, shall constitute a waiver of any right thereafter to demand exact compliance with these Terms. The invalidity, in whole or part, of any provision in these Terms shall not affect the remainder of such provision or any other provision and, where possible, shall be replaced by a valid provision that effects as close as possible the intent of the invalid provision. Neither party shall be liable for failure to perform or delay in performance of any obligation under these Terms (except payment of amounts already due and owing) where such failure or delay results from any event beyond its reasonable control.