

Information:

Drawer: Accounts Payable - Invoices  
Vendor Number: 1084183  
Vendor Name: Dreisilker Elec. Motors  
Invoice Number: I091423  
Invoice Date: 07/02/18  
PO Number: P0358762  
Check Number: E0068236  
Check Amount: \$ 54.29  
Check Date: 07/19/2018  
Department ID: 13160  
Reviewer Name:  
Voucher Number: V0519122  
Redaction Type: None  
Document Type: AP Invoice-3 Way/Pre-Approved

Document Below



Corporate Office and Repair Plant  
352 Roosevelt Road  
Glen Ellyn, IL 60137 USA  
630/469-7510 Fax: 630/469-9703  
Outside of Illinois: 800/922-1882  
www.dreisilker.com

**Branch Locations:**

- 02 Chicago (Grand Ave.) - 312/421-5880
- 03 Plainfield - 815/436-0008
- 04 Marietta, GA - 770/272-0773
- 05 Elburn - 847/683-7750
- 06 Alsip - 708/388-1160
- 07 Elk Grove - 847/228-0830
- 09 McHenry - 815/385-5530

**REMIT TO:**  
**DREISILKER ELECTRIC MOTORS, INC.**  
**P.O. BOX 5619**  
**CAROL STREAM, IL 60197-5619**

**BILL TO:**  
**COLLEGE OF DUPAGE ATN A\P**  
**425 FAWELL BLVD**  
**GLEN ELLYN IL 60137-6599**

**SHIP TO:**  
**COLLEGE OF DUPAGE**  
**425 FAWELL BLVD**  
**GLEN ELLYN, IL 60137-6599**  
**ATTN: LISA ERL**

PAGE NO. **01**  
INVOICE NO. **1091423**  
PAYMENT DUE DATE **N30**  
DATE SHIPPED **07/02/18**  
INVOICE DATE **07/02/18**

CUST NO. 175308		CUST. PURCHASE ORDER NO. 358762		ORDER DATE 07/02/18		SALES ORDER FORM NO. 0396135		PICK SLIP NO. 1		TRN. NO.			
ORDER NOTES				SHIPPED VIA UPS GROUND		PREPAID		COLLECT		INSIDE SALESMAN 104		FIELD SALESMAN 906	
ORDER LINE	ITEM NO.	DESCRIPTION				ORD.	QUANTITY SHIPPED	B.O.	LOC. NAME	LOC. NO.	UNIT PRICE	DISCOUNT	LINE TOTAL
1	MI#61009	9W 1550 115 CCWSE CI DBL FOOT				1	1	0		01	32.66	0.00	32.66
	FRT	PACKARD OUTGOING FREIGHT											11.63
3 WAY MATCH													

**SPEEDY #SP 023213 03 18318 17103**

PAST DUE INVOICES ARE SUBJECT TO A 1 1/2% MONTHLY (18% PER ANNUM) SERVICE CHARGE.

DREISILKER ELECTRIC MOTORS, INC.

THIS INVOICE IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THE FRONT AND BACK OF THE SALES CONTRACT, WHICH TERMS ARE INCORPORATED HEREIN BY REFERENCE AND ACCEPTED BY THE PURCHASER, PLUS REASONABLE ATTORNEY'S FEES AND COSTS OF COLLECTIONS.

**CUSTOMER COPY**

REV. 1/17

AMOUNT  
DUE:

**44.29**

## CONTRACT TERMS AND CONDITIONS

1. **Consistency.** The terms and provisions of any sales, repair, or field services purchase order, confirmation document or correspondence from Customer received either prior to or subsequent to the issuance of a Quote, Sale, Repair or Field Services which are inconsistent with the Terms and Conditions of any Quote, Sale, Repair, and/or Field Services shall not be binding on Dreisilker Electric Motors, Inc. (DEM) and shall not be considered applicable to any quote, sale, repair, field services or other contract made between Customer and DEM. Any additional or different terms proposed by Customer are rejected unless expressly assented to in writing by an officer of DEM. No waiver, alteration or modification of any of the provisions on either side of this writing shall be binding upon DEM unless agreed to in writing and signed by an officer of DEM.
2. **Transportation.** Unless otherwise stated herein, all prices are F.O.B. DEM's plant, except in cases of overseas shipment, in which case at DEM's option, prices are F.O.B. Port of Exit. Method of delivery from F.O.B. point shall be at DEM's discretion, unless specifically designated in writing by Customer and agreed to by DEM. Any additional charges for shipment shall be borne by Customer. Notwithstanding any agreement to pay freight, legal title to, beneficial ownership of, right to possession of and risk of loss and damage to all merchandise described herein shall pass from DEM to Customer upon delivery to a common carrier or licensed trucker, or, in case of overseas shipment, upon delivery on board an aircraft or vessel at the Port of Exit, which delivery shall constitute a delivery to the Customer. Shipments of new Antriebstechnik GmbH Faurndau drives will be C.I.F. first destination, for normal transportation only. DEM reserves the right to choose the means of transportation when this condition is in effect. Shipment of parts, equipment, repaired and rebuilt motors will be F.O.B. at point of shipment. DEM does not assume, allow or pay any charges for cartage at destination.
3. **Shipping Weights and Insurance.** Shipping weights, when furnished on estimates or quotations or other shipping documents, are carefully calculated, but are not guaranteed. Insurance covering damage which occurs during shipping for repaired, rebuilt or re-wound items shall be limited to USD \$1.00 per pound unless Customer chooses and agrees to pay for a higher tariff rate per pound. Customer assumes the risk of all damage to repaired, rebuilt or re-wound items in excess of USD \$1.00 per pound or the increased insurance coverage chosen by Customer, if any, and the actual cost to repair the damage.
4. **Deliveries.** It is understood that deliveries will be made in accordance with DEM's regular delivery schedule. Every effort will be made to meet the Customer's required delivery dates but DEM will not be liable for damages or be deemed to be in default by reason of any failure to deliver or delay in delivery due to any preference, priority, allocation, or allotment order issued by any government whether Federal, State, Foreign or local, or causes beyond DEM's control as set forth in paragraph 4 below ("Excusable Delays"). DEM reserves the right to make delivery in installments, unless otherwise expressly stated herein. All such installments shall be separately invoiced and paid for when due as stated herein, without regard to subsequent deliveries. Delay in delivery of an installment shall not relieve Customer of its obligations to accept remaining deliveries.
5. **Excusable Delays.** DEM shall not be liable for delays in delivery or performance, or for failure to manufacture, repair, deliver or perform, due to (i) a cause beyond its reasonable control, or (ii) an act of God, act of Customer, act of civil or military authority, governmental priority, strike or other labor disturbance, flood, epidemic, war, riot, delay in transportation or truck, ship, aircraft or railcar, shortage, or (iii) inability beyond the reasonable control of DEM to obtain necessary materials, components, services or facilities. DEM will notify Customer promptly of any material delay excused by this article and will specify the revised delivery date as soon as practicable. In the event of any such delay, there will be no termination and the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay.
6. **Taxes.** Unless otherwise stated in writing, DEM's prices do not include sales, use, excise or similar taxes. Consequently, in addition to the price specified herein, the amount of any present or future sales, purchase or use tax in the products hereunder shall be paid by Customer, or in lieu thereof Customer shall provide DEM with a tax exemption certificate acceptable to the taxing authorities.
7. **Terms.** Invoice payment terms are net 30 days on new motors, parts, and equipment; net 10 days on repair, rewinding, reconditioning, and field services operations. Customer shall be responsible for a late penalty of 1-1/2% per month (18% per annum) for the full amount due in the event that Customer does not make payment as and when due hereunder. DEM reserves the right, at any time, to revoke any credit extended to Customer because of Customer's failure to pay for any goods when due or for any other reason deemed good and sufficient by DEM and in such event, all subsequent shipments shall be paid for prior to or at delivery at DEM's option.
8. **Prices.** All prices are subject to change without notice. The price set forth on the reverse side hereof is guaranteed for a period of 30 days from the date hereof. If delivery is more than 30 days from the date hereof, any price increase of DEM effective prior to the date of shipment shall be applicable to this order. Pricing for any emergency repair is on a Time & Materials basis and is only approximate and cannot be finalized until the nature and extent of the repair is determined and the repair is completed.

9. **Warranty.** DEM warrants its repair, maintenance, goods sold and/or field services rendered will conform with all pertinent specifications including performance specifications, drawings, and approved sample, if furnished. DEM also warrants said goods to be free from defects in material, workmanship, and title. Any warranty issued by a manufacturer of goods or parts shall take precedence over any warranty issued by DEM.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR COMMON LAW, ALL OF WHICH ARE SPECIFICALLY DISCLAIMED. DEM MAKES NO WARRANTY AS TO WHETHER SAID GOODS ARE FIT FOR ANY PARTICULAR PURPOSE, ANY PARTICULAR APPLICATION OR ENVIRONMENT, NOR ANY WARRANTY AS TO THE MERCHANTABILITY OR QUALITY OF GOODS SOLD OR REPAIRED. REPAIR FIELD SERVICES RENDERED EXCEPT AS HEREIN STATED. All reconditioned and rewound motors shall be tested to IEEE and/or NEMA standards, as applicable. Customer acknowledges that these testing procedures may result in damage to parts of the motors. DEM shall have no responsibility for such damage. All claims for alleged defects in goods or repairs under this warranty shall be deemed waived unless made in writing and delivered to DEM within 12 months after date of shipment or the period of the manufacturer's warranty, whichever comes first, and on any such claims DEM has the option of inspecting the goods claimed defective at Customer's place of business or having them reshipped to DEM for inspection. This warranty shall not apply where goods have been subject to misuse, neglect, accident, improper application or have been repaired or altered by others. Transportation charges covering returned goods will be borne by Customer under all circumstances. No returns will be accepted unless authorized in writing by the DEM.

10. **Limitation of Liability.** DEM'S LIABILITY SHALL BE LIMITED TO DEM'S STATED SELLING PRICE PER UNIT OF ANY DEFECTIVE GOODS OR THE COST OF THE REPAIRS OR FIELD SERVICES, WHICHEVER IS APPLICABLE, AND SHALL IN NO EVENT INCLUDE CUSTOMER'S MANUFACTURING COSTS, LOST REVENUES OR PROFITS, GOODWILL, LOSS OF USE OF THE GOODS OR ANY ASSOCIATED EQUIPMENT, DAMAGE TO ASSOCIATED GOODS OR EQUIPMENT, COST OF CAPITAL, COST OF THE SUBSTITUTE GOODS, FACILITIES, SERVICES, REPLACEMENT POWER, DOWN TIME COSTS, CLAIMS OF CUSTOMER'S CUSTOMERS FOR ANY DAMAGE, OR FOR ANY OTHER SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES. DEM may at its discretion replace or give the Customer A credit for defective goods.
11. **Indemnity.** Customer shall indemnify, defend, and hold DEM harmless from and against all claims, suits, judgments, costs, losses, expenses (including attorney's fees) and liabilities from infringement (actual or claimed) of patents, copyrights, or trademarks arising from compliance with Customer's design, specifications, or instructions and the fulfillment of Customer's order.
12. **Remedies.** The remedies herein reserved by DEM shall be cumulative and in addition to any other legal remedies. No waiver of a breach of any portion of this contract shall constitute a waiver of continuing or future breach of such provision or any other provision thereof. In the event that DEM must initiate or defend litigation, collections or other actions arising out of this contract, DEM shall be entitled to recover from Customer its costs of collections and/or litigation and its reasonable attorneys' fees and experts' fees.
13. **Entire Agreement.** This contract constitutes the entire agreement of the parties, and shall not be assignable by Customer voluntarily, by operation of law or otherwise without DEM's consent.
14. **Severability.** If any phrase clause or provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such phrase, clause or provision shall be deemed severed from this Agreement, but will not affect any other provisions of this Agreement, which shall otherwise remain in full force and effect.
15. **Third Party Beneficiaries.** Nothing herein shall be construed to be for the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party.
16. **Construction.** This contract between the parties shall be deemed made in Glen Ellyn, Illinois. It shall be governed by and shall be construed according to the laws of the State of Illinois without regard for its conflicts of laws rules. The parties agree that Venue is proper only in DuPage County.
17. **Limitations of Actions.** Anything herein to the contrary, notwithstanding any action for alleged breach by DEM of the contract between the parties or any other cause of action, including but not limited to any action for breach of the warranties herein set forth, shall be barred unless commenced by Customer within one (1) year from the date such cause of action arose.





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425 FAWELL BLVD  
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ATTN: LISA ERL

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SPEEDY #SP 023213 03 18318 17103

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REMITTANCE COPY

REV. 1/17

AMOUNT  
DUE:

44.29

## CONTRACT TERMS AND CONDITIONS

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2. **Transportation.** Unless otherwise stated herein, all prices are F.O.B. DEM's plant, except in cases of overseas shipment, in which case at DEM's option, prices are F.O.B. Port of Exit. Method of delivery from F.O.B. point shall be at DEM's discretion unless specifically designated in writing by Customer and agreed to by DEM. Any additional charges for shipment shall be borne by Customer. Notwithstanding any agreement to pay freight, legal title to, beneficial ownership of, right to possession of, and risk of loss and damage to all merchandise described herein shall pass from DEM to Customer upon delivery to a common carrier or licensed trucker, or, in case of overseas shipment, upon delivery on board an aircraft or vessel at the Port of Exit, which delivery shall constitute a delivery to the Customer. Shipments of new Antriebstechnik GmbH Faumda drives will be C.I.F. first destination, for normal transportation only. DEM reserves the right to choose the means of transportation when this condition is in effect. Shipment of parts, equipment, repaired and rebuilt motors will be F.O.B. at point of shipment. DEM does not assume, allow or pay any charges for cartage at destination.
3. **Shipping Weights and Insurance.** Shipping weights, when furnished on estimates or quotations or other shipping documents, are carefully calculated, but are not guaranteed. Insurance covering damage which occurs during shipping for repaired, rebuilt or re-wound items shall be limited to USD \$1.00 per pound unless Customer chooses and agrees to pay for a higher tariff rate per pound. Customer assumes the risk of all damage to repaired, rebuild or re-wound items in excess of USD \$1.00 per pound or the increased insurance coverage chosen by Customer, if any, and the actual cost to repair the damage.
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9. **Warranty.** DEM warrants the repairs made, goods sold and/or field services rendered will conform with all pertinent specifications including performance specifications, drawings, and approved sample, if furnished. DEM also warrants said goods to be free from defects in material, workmanship, and title. Any warranty issued by a manufacturer of goods or parts shall take precedence over any warranty issued by DEM.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR COMMON LAW, ALL OF WHICH ARE SPECIFICALLY DISCLAIMED. DEM MAKES NO WARRANTY AS TO WHETHER SAID GOODS ARE FIT FOR ANY PARTICULAR PURPOSE, ANY PARTICULAR APPLICATION OR ENVIRONMENT, NOR ANY WARRANTY AS TO THE MERCHANTABILITY OR QUALITY OF GOODS SOLD OR REPAIRED OR FIELD SERVICES RENDERED EXCEPT AS HEREIN STATED. All reconditioned and rewound motors shall be tested to IEEE and/or NEMA standards, as applicable. Customer acknowledges that these testing procedures may result in damage to parts of the motors. DEM shall have no responsibility for such damage. All claims for alleged defects in goods or repairs under this warranty shall be deemed waived unless made in writing and delivered to DEM within 12 months after date of shipment or the period of the manufacture's warranty, whichever comes first, and on any such claims DEM has the option of inspecting the goods claimed defective at Customer's place of business or having them reshipped to DEM for inspection. This warranty shall not apply where goods have been subject to misuse, neglect, accident, improper application or have been repaired or altered by others. Transportation charges covering returned goods will be borne by Customer under all circumstances. No returns will be accepted unless authorized in writing by the DEM.
10. **Limitation of Liability.** DEM'S LIABILITY SHALL BE LIMITED TO DEM'S STATED SELLING PRICE PER UNIT OF ANY DEFECTIVE GOODS OR THE COST OF THE REPAIRS OR FIELD SERVICES, WHICHEVER IS APPLICABLE, AND SHALL IN NO EVENT INCLUDE CUSTOMER'S MANUFACTURING COSTS, LOST REVENUES OR PROFITS, GOODWILL, LOSS OF USE OF THE GOODS OR ANY ASSOCIATED EQUIPMENT, DAMAGE TO ASSOCIATED GOODS OR EQUIPMENT, COST OF CAPITAL, COST OF THE SUBSTITUTE GOODS, FACILITIES, SERVICES, REPLACEMENT POWER, DOWN TIME COSTS, CLAIMS OF CUSTOMER'S CUSTOMERS FOR ANY DAMAGE, OR FOR ANY OTHER SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES. DEM may at its discretion replace or give the Customer A credit for defective goods.
11. **Indemnity.** Customer shall indemnify, defend, and hold DEM harmless from and against all claims, suits, judgments, costs, losses, expenses (including attorney's fees) and liabilities from infringement (actual or claimed) of patents, copyrights, or trademarks arising from compliance with Customer's design, specifications, or instructions and the fulfillment of Customer's order.
12. **Remedies.** The remedies herein reserved by DEM shall be cumulative and in addition to any other legal remedies. No waiver of a breach of any portion of this contract shall constitute a waiver of continuing or future breach of such provision or any other provision thereof. In the event that DEM must initiate or defend litigation, collections or other actions arising out of this contract, DEM shall be entitled to recover from Customer its costs of collections and/or litigation and its reasonable attorneys' fees and experts' fees.
13. **Entire Agreement.** This contract constitutes the entire agreement of the parties, and shall not be assignable by Customer voluntarily, by operation of law or otherwise without DEM's consent.
14. **Severability.** If any phrase clause or provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such phrase, clause or provision shall be deemed severed from this Agreement, but will not affect any other provisions of this Agreement, which shall otherwise remain in full force and effect.
15. **Third Party Beneficiaries.** Nothing herein shall be construed to be for the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party.
16. **Construction.** This contract between the parties shall be deemed made in Glen Ellyn, Illinois. It shall be governed by and shall be construed according to the laws of the State of Illinois without regard for its conflicts of laws rules. The parties agree that Venue is proper only in DuPage County.
17. **Limitations of Actions.** Anything herein to the contrary, notwithstanding any action for alleged breach by DEM of the contract between the parties or any other cause of action, including but not limited to any action for breach of the warranties herein set forth, shall be barred unless commenced by Customer within one (1) year from the date such cause of action arose.

Information:

Drawer: Accounts Payable - Invoices

Vendor Number: 1084183

Vendor Name: Dreisilker Elec. Motors

Invoice Number: I091954

Invoice Date: 07/06/18

PO Number: B0353036

Check Number: E0068236

Check Amount: \$ 54.29

Check Date: 07/19/2018

Department ID: 00705

Reviewer Name:

Voucher Number: V0519618

Redaction Type: None

Document Type: AP Invoice-3 Way/Pre-Approved

Document Below





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352 Roosevelt Road  
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PAGE NO. 01  
INVOICE NO. I091954  
PAYMENT DUE DATE N30  
DATE SHIPPED 07/06/18  
INVOICE DATE 07/06/18

CUST NO. 175308		CUST. PURCHASE ORDER NO. DAVE		ORDER DATE 07/06/18		SALES ORDER FORM NO. P0085909		PICK SLIP NO.		TRN. NO.			
ORDER NOTES				SHIPPED VIA WILL CALL		PREPAID		COLLECT		INSIDE SALESMAN 50		FIELD SALESMAN 906	
ORDER LINE	ITEM NO.	DESCRIPTION			ORD.	QUANTITY SHIPPED	B.O.	LOC. NAME	LOC. NO.	UNIT PRICE	DISCOUNT	LINE TOTAL	
1	CAP#PSU16115	161-193 MFD 125 VAC START CAPACITOR			1	1	0		01	10.00	0.00	10.00	
<div>APPROVED 07/12/18 - BRUCE SCHMIEDL</div>													
<div>INVOICE REVIEWED OKAY TO PAY KATHY STRIPLIN 07/12/18</div>													

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CUSTOMER COPY

REV. 1/17

AMOUNT  
DUE:

10.00

## CONTRACT TERMS AND CONDITIONS

1. **Consistency.** The terms and provisions of any sales, repair, or field services purchase order, confirmation document or correspondence from Customer received either prior to or subsequent to the issuance of a Quote, Sale, Repair or Field Services which are inconsistent with the Terms and Conditions of any Quote, Sale, Repair, and/or Field Services shall not be binding on Dreisilker Electric Motors, Inc. (DEM) and shall not be considered applicable to any quote, sale, repair, field services or other contract made between Customer and DEM. Any additional or different terms proposed by Customer are rejected unless expressly assented to in writing by an officer of DEM. No waiver, alteration or modification of any of the provisions on either side of this writing shall be binding upon DEM unless agreed to in writing and signed by an officer of DEM.
2. **Transportation.** Unless otherwise stated herein, all prices are F.O.B. DEM's plant, except in cases of overseas shipment, in which case at DEM's option, prices are F.O.B. Port of Exit. Method of delivery from F.O.B. point shall be at DEM's discretion unless specifically designated in writing by Customer and agreed to by DEM. Any additional charges for shipment shall be borne by Customer. Notwithstanding any agreement to pay freight, legal title to, beneficial ownership of, right to possession of and risk of loss and damage to all merchandise described herein shall pass from DEM to Customer upon delivery to a common carrier or licensed trucker, or, in case of overseas shipment, upon delivery on board an aircraft or vessel at the Port of Exit, which delivery shall constitute a delivery to the Customer. Shipments of new Antriebstechnik GmbH Faumdau drives will be C.I.F. first destination, for normal transportation only. DEM reserves the right to choose the means of transportation when this condition is in effect. Shipment of parts, equipment, repaired and rebuilt motors will be F.O.B. at point of shipment. DEM does not assume, allow or pay any charges for cartage at destination.
3. **Shipping Weights and Insurance.** Shipping weights, when furnished on estimates or quotations or other shipping documents, are carefully calculated, but are not guaranteed. Insurance covering damage which occurs during shipping for repaired, rebuilt or re-wound items shall be limited to USD \$1.00 per pound unless Customer chooses and agrees to pay for a higher tariff rate per pound. Customer assumes the risk of all damage to repaired, rebuild or re-wound items in excess of USD \$1.00 per pound or the increased insurance coverage chosen by Customer, if any, and the actual cost to repair the damage.
4. **Deliveries.** It is understood that deliveries will be made in accordance with DEM's regular delivery schedule. Every effort will be made to meet the Customer's required delivery dates but DEM will not be liable for damages or be deemed to be in default by reason of any failure to deliver or delay in delivery due to any preference, priority, allocation, or allotment order issued by any government whether Federal, State, Foreign or local, or causes beyond DEM's control as set forth in paragraph 4 below ("Excusable Delays"). DEM reserves the right to make delivery in installments, unless otherwise expressly stated herein. All such installments shall be separately invoiced and paid for when due as stated herein, without regard to subsequent deliveries. Delay in delivery of an installment shall not relieve Customer of its obligations to accept remaining deliveries.
5. **Excusable Delays.** DEM shall not be liable for delays in delivery or performance, or for failure to manufacture, repair, deliver or perform, due to (i) a cause beyond its reasonable control, or (ii) an act of God, act of Customer, act of civil or military authority, governmental priority, strike or other labor disturbance, flood, epidemic, war, riot, delay in transportation or truck, ship, aircraft or railcar, shortage, or (iii) inability beyond the reasonable control of DEM to obtain necessary materials, components, services or facilities. DEM will notify Customer promptly of any material delay excused by this article and will specify the revised delivery date as soon as practicable. In the event of any such delay, there will be no termination and the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay.
6. **Taxes.** Unless otherwise stated in writing, DEM's prices do not include sales, use, excise or similar taxes. Consequently, in addition to the price specified herein, the amount of any present or future sales, purchase or use tax in the products hereunder shall be paid by Customer, or in lieu thereof Customer shall provide DEM with a tax exemption certificate acceptable to the taxing authorities.
7. **Terms.** Invoice payment terms are net 30 days on new motors, parts, and equipment; net 10 days on repair, rewinding, reconditioning, and field services operations. Customer shall be responsible for a late penalty of 1-1/2% per month (18% per annum) for the full amount due in the event that Customer does not make payment as and when due hereunder. DEM reserves the right, at any time, to revoke any credit extended to Customer because of Customer's failure to pay for any goods when due or for any other reason deemed good and sufficient by DEM and in such event, all subsequent shipments shall be paid for prior to or at delivery at DEM's option.
8. **Prices.** All prices are subject to change without notice. The price set forth on the reverse side hereof is guaranteed for a period of 30 days from the date hereof. If delivery is more than 30 days from the date hereof, any price increase of DEM effective prior to the date of shipment shall be applicable to this order. Pricing for any emergency repair is on a Time & Materials basis and is only approximate and cannot be finalized until the nature and extent of the repair is determined and the repair is completed.

9. **Warranty.** DEM warrants the repairs made, goods sold and/or field services rendered will conform with all pertinent specifications including performance specifications, drawings, and approved sample, if furnished. DEM also warrants said goods to be free from defects in material, workmanship, and title. Any warranty issued by a manufacturer of goods or parts shall take precedence over any warranty issued by DEM.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR COMMON LAW, ALL OF WHICH ARE SPECIFICALLY DISCLAIMED. DEM MAKES NO WARRANTY AS TO WHETHER SAID GOODS ARE FIT FOR ANY PARTICULAR PURPOSE, ANY ARTICLE OR APPLICATION OR ENVIRONMENT. NOR ANY WARRANTY AS TO THE MERCHANTABILITY OR QUALITY OF GOODS SOLD OR REPAIRED OR FIELD SERVICES RENDERED EXCEPT AS HEREIN STATED. All reconditioned and rewound motors shall be tested to IEEE and/or NEMA standards, as applicable. Customer acknowledges that these testing procedures may result in damage to parts of the motors. DEM shall have no responsibility for such damage. All claims for alleged defects in goods or repairs under this warranty shall be deemed waived unless made in writing and delivered to DEM within 12 months after date of shipment or the period of the manufacture's warranty, whichever comes first, and on any such claims DEM has the option of inspecting the goods claimed defective at Customer's place of business or having them reshipped to DEM for inspection. This warranty shall not apply where goods have been subject to misuse, neglect, accident, improper application or have been repaired or altered by others. Transportation charges covering returned goods will be borne by Customer under all circumstances. No returns will be accepted unless authorized in writing by the DEM.

10. **Limitation of Liability.** DEM'S LIABILITY SHALL BE LIMITED TO DEM'S STATED SELLING PRICE PER UNIT OF ANY DEFECTIVE GOODS OR THE COST OF THE REPAIRS OR FIELD SERVICES, WHICHEVER IS APPLICABLE, AND SHALL IN NO EVENT INCLUDE CUSTOMER'S MANUFACTURING COSTS, LOST REVENUES OR PROFITS, GOODWILL, LOSS OF USE OF THE GOODS OR ANY ASSOCIATED EQUIPMENT, DAMAGE TO ASSOCIATED GOODS OR EQUIPMENT, COST OF CAPITAL, COST OF THE SUBSTITUTE GOODS, FACILITIES, SERVICES, REPLACEMENT POWER, DOWN TIME COSTS, CLAIMS OF CUSTOMER'S CUSTOMERS FOR ANY DAMAGE, OR FOR ANY OTHER SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES. DEM may at its discretion replace or give the Customer A credit for defective goods.
11. **Indemnity.** Customer shall indemnify, defend, and hold DEM harmless from and against all claims, suits, judgments, costs, losses, expenses (including attorney's fees) and liabilities from infringement (actual or claimed) of patents, copyrights, or trademarks arising from compliance with Customer's design, specifications, or instructions and the fulfillment of Customer's order.
12. **Remedies.** The remedies herein reserved by DEM shall be cumulative and in addition to any other legal remedies. No waiver of a breach of any portion of this contract shall constitute a waiver of continuing or future breach of such provision or any other provision thereof. In the event that DEM must initiate or defend litigation, collections or other actions arising out of this contract, DEM shall be entitled to recover from Customer its costs of collections and/or litigation and its reasonable attorneys' fees and experts' fees.
13. **Entire Agreement.** This contract constitutes the entire agreement of the parties, and shall not be assignable by Customer voluntarily, by operation of law or otherwise without DEM's consent.
14. **Severability.** If any phrase clause or provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such phrase, clause or provision shall be deemed severed from this Agreement, but will not affect any other provisions of this Agreement, which shall otherwise remain in full force and effect.
15. **Third Party Beneficiaries.** Nothing herein shall be construed to be for the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party.
16. **Construction.** This contract between the parties shall be deemed made in Glen Ellyn, Illinois. It shall be governed by and shall be construed according to the laws of the State of Illinois without regard for its conflicts of laws rules. The parties agree that Venue is proper only in DuPage County.
17. **Limitations of Actions.** Anything herein to the contrary, notwithstanding any action for alleged breach by DEM of the contract between the parties or any other cause of action, including but not limited to any action for breach of the warranties herein set forth, shall be barred unless commenced by Customer within one (1) year from the date such cause of action arose.





Corporate Office and Repair Plant  
352 Roosevelt Road  
Glen Ellyn, IL 60137 USA  
630/469-7510 Fax: 630/469-9703  
Outside of Illinois: 800/922-1882  
www.dreisilker.com

**Branch Locations:**

- 02 Chicago (Grand Ave.) - 312/421-5880
- 03 Plainfield - 815/436-0008
- 04 Marietta, GA - 770/272-0773
- 05 Elburn - 847/683-7750
- 06 Alsip - 708/388-1160
- 07 Elk Grove - 847/228-0830
- 09 McHenry - 815/385-5530

REMIT TO:  
DREISILKER ELECTRIC MOTORS, INC.  
P.O. BOX 5619  
CAROL STREAM, IL 60197-5619

BILL TO: COLLEGE OF DUPAGE ATN ANP  
425 FAWELL BLVD  
GLEN ELLYN IL 60137-6599

SHIP TO: COLLEGE OF DUPAGE  
425 FAWELL BLVD  
GLEN ELLYN, IL 60137-6599

PAGE NO. 01  
INVOICE NO. 1091954  
PAYMENT DUE DATE N30  
DATE SHIPPED 07/06/18  
INVOICE DATE 07/06/18

CUST NO. 175308		CUST. PURCHASE ORDER NO. DAVE		ORDER DATE 07/06/18		SALES ORDER FORM NO. P0085909		PICK SLIP NO.		TRN. NO.			
ORDER NOTES				SHIPPED VIA WILL CALL		PREPAID		COLLECT		INSIDE SALESMAN 50		FIELD SALESMAN 906	
ORDER LINE	ITEM NO.	DESCRIPTION		ORD.	QUANTITY SHIPPED	B.O.	LOC. NAME	LOC. NO.	UNIT PRICE	DISCOUNT	LINE TOTAL		
1	CAP#PSU16115	161-193 MFD 125 VAC START CAPACITOR		1	1	0		01	10.00	0.00	10.00		
REMITTANCE COPY													

PAST DUE INVOICES ARE SUBJECT TO A 1 1/2% MONTHLY (18% PER ANNUM) SERVICE CHARGE.

DREISILKER ELECTRIC MOTORS, INC.

THIS INVOICE IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THE FRONT AND BACK OF THE SALES CONTRACT, WHICH TERMS ARE INCORPORATED HEREIN BY REFERENCE AND ACCEPTED BY THE PURCHASER, PLUS REASONABLE ATTORNEY'S FEES AND COSTS OF COLLECTIONS.

REMITTANCE COPY

REV. 1/17

AMOUNT  
DUE:

10.00

## CONTRACT TERMS AND CONDITIONS

1. **Consistency.** The terms and provisions of any sales, repair, or field services' purchase order, confirmation document or correspondence from Customer received either prior to or subsequent to the issuance of a Quote, Sale, Repair or Field Services which are inconsistent with the Terms and Conditions of any Quote, Sale, Repair, and/or Field Services shall not be binding on Dreisilker Electric Motors, Inc. (DEM) and shall not be considered applicable to any quote, sale, repair, field services or other contract made between Customer and DEM. Any additional or different terms proposed by Customer are rejected unless expressly assented to in writing by an officer of DEM. No waiver, alteration or modification of any of the provisions on either side of this writing shall be binding upon DEM unless agreed to in writing and signed by an officer of DEM.
2. **Transportation.** Unless otherwise stated herein, all prices are F.O.B. DEM's plant, except in cases of overseas shipment, in which case at DEM's option, prices are F.O.B. Port of Exit. Method of delivery from F.O.B. point shall be at DEM's discretion unless specifically designated in writing by Customer and agreed to by DEM. Any additional charges for shipment shall be borne by Customer. Notwithstanding any agreement to pay freight, legal title to, beneficial ownership of, right to possession of and risk of loss and damage to all merchandise described herein shall pass from DEM to Customer upon delivery to a common carrier or licensed trucker, or, in case of overseas shipment, upon delivery on board an aircraft or vessel at the Port of Exit, which delivery shall constitute a delivery to the Customer. Shipments of new Antriebstechnik GmbH Faundau drives will be C.I.F. first destination, for normal transportation only. DEM reserves the right to choose the means of transportation when this condition is in effect. Shipment of parts, equipment, repaired and rebuilt motors will be F.O.B. at point of shipment. DEM does not assume, allow or pay any charges for cartage at destination.
3. **Shipping Weights and Insurance.** Shipping weights, when furnished on estimates or quotations or other shipping documents, are carefully calculated, but are not guaranteed. Insurance covering damage which occurs during shipping for repaired, rebuilt or re-wound items shall be limited to USD \$1.00 per pound unless Customer chooses and agrees to pay for a higher tariff rate per pound. Customer assumes the risk of all damage to repaired, rebuilt or re-wound items in excess of USD \$1.00 per pound or the increased insurance coverage chosen by Customer, if any, and the actual cost to repair the damage.
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11. **Indemnity.** Customer shall indemnify, defend, and hold DEM harmless from and against all claims, suits, judgments, costs, losses, expenses (including attorney's fees) and liabilities from infringement (actual or claimed) of patents, copyrights, or trademarks arising from compliance with Customer's design, specifications, or instructions and the fulfillment of Customer's order.
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