

Terms and Conditions

1. Quotation Validity

The validity of this quotation is specified in the quotation. After the expiration of this period, pricing, availability, and lead times are subject to review and revision.

2. Lead Times

All lead times are estimates only and are based on information provided by manufacturers, suppliers, and service providers at the time of quotation. Lead times are subject to change without notice after order placement due to manufacturing schedules, material availability, transportation delays, labor shortages, force majeure events, pandemics, epidemics, public health emergencies, government actions, tariffs, supply chain disruptions, or other circumstances beyond IPS's reasonable control. IPS shall not be liable for any costs, damages, penalties, liquidated damages, losses, or claims arising from delays in delivery or performance caused by such circumstances.

3. Quotation Terms

Freight, handling, duties, tariffs, taxes, and other applicable charges not specifically listed in this quotation shall be added to the invoice. Please provide your resale or tax exemption certificate with your purchase order, if applicable, to avoid sales tax charges. Unopened items are subject to a thirty-five percent (35%) restocking fee. Opened items are subject to a fifty percent (50%) restocking fee. Original packaging is required for all returns. Returned merchandise must be approved by IPS prior to return and may require a Return Material Authorization (RMA) number. Special-order, custom, engineered-to-order, non-stock, refurbished, and used items are non-cancelable and non-returnable unless otherwise agreed in writing by IPS.

4. Payment Terms

Payment terms are Net 30 days from the invoice date unless otherwise stated in writing. Past-due balances are subject to a service charge of 1.5% per month (18% annually) or the maximum rate permitted by law, whichever is less. Customers shall be responsible for all reasonable costs of collection, including attorneys' fees and court costs.

5. Change Orders

Any changes to the scope of work, drawings, specifications, quantities, delivery requirements, testing requirements, or customer-requested modifications after order acceptance may result in additional charges and schedule adjustments. IPS reserves the right to issue a revised quotation or change order for such modifications.

6. Order Cancellation

Orders accepted by IPS may not be canceled, suspended, reduced in scope, or modified without IPS's prior written approval. Customer shall remain responsible for all costs incurred by IPS prior to the cancellation, suspension, reduction, or modification request, including but not limited to engineering costs, labor, material costs, manufacturer cancellation charges, supplier commitments, restocking fees, freight charges, tariffs, duties, and administrative expenses. Custom, engineered-to-order, special-order, and non-stock items are non-cancelable and non-returnable unless otherwise agreed in writing by IPS. Any approved cancellation, reduction, or modification shall be subject to all applicable charges incurred by IPS and its suppliers.

7. Storage Charges

If shipment is delayed by the customer for more than fifteen (15) days after notification that the equipment is ready for shipment, IPS reserves the right to invoice the equipment in full and assess reasonable storage charges.

8. Acceptance of Delivery

Customer shall inspect all goods upon receipt and notify IPS in writing of any shortages, shipping damage, or nonconforming items within five (5) business days of delivery. Failure to provide such notice shall constitute acceptance of the goods.

9. Consequential Damages Limitation

In no event shall IPS be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, including but not limited to loss of profits, loss of revenue, loss of use, loss of data, downtime, delay damages, liquidated damages, or the cost of substitute equipment or services, whether arising in contract, tort, negligence, strict liability, or otherwise.

10. Drawings and Submittal Approval

Customer approval of drawings, submittals, or design documents constitutes acceptance of the design shown. IPS shall not be responsible for errors, omissions, or changes requested after approval.

11. Customer-Supplied Information

IPS is entitled to rely upon drawings, specifications, calculations, data, equipment selections, and other information provided by the Customer or its representatives. IPS shall not be responsible for errors, omissions, incompatibilities, delays, performance issues, or additional costs resulting from inaccurate, incomplete, conflicting, or revised information supplied by the Customer after quotation, order acceptance, engineering, procurement, or manufacturing has commenced. Any corrections, redesigns, rework, schedule impacts, or additional materials required as a result of Customer-supplied information shall be treated as a change order and may result in additional charges and schedule adjustments.

12. Tariff Escalation

Quoted pricing is based on material costs, duties, tariffs, and supplier pricing in effect on the date of quotation. IPS reserves the right to adjust pricing for significant increases in material costs, tariffs, duties, taxes, or supplier-imposed surcharges occurring after quotation issuance and prior to shipment.

13. UL 508A Scope Clarification

Where applicable, control panels will be manufactured in accordance with UL 508A requirements. Any field modifications, additions, or alterations performed by others after shipment may void the UL listing and warranty.

14. Limited Warranty

All above components are warranted to be free from defects in materials and workmanship under normal use and service. Warranty service must be performed by qualified personnel using proper equipment and procedures applicable to the products involved. The foregoing warranties apply until the expiration of the applicable warranty period. New products are warranted for twelve (12) months from the date of shipment by Seller. Refurbished and used products are warranted for thirty (30) days from the date of shipment by Seller. Except as expressly stated herein, IPS disclaims all other warranties, whether express or implied, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

15. Shipping Terms

Unless otherwise agreed in writing, all shipments are F.O.B. IPS facility, and title to and risk of loss shall pass to the customer upon delivery to the carrier. If the customer elects to arrange shipping using their own carrier, freight account, or third-party logistics provider, title to and risk of loss for the goods shall transfer to the customer immediately upon release of the shipment from IPS's facility. IPS shall have no responsibility or liability for loss, damage, theft, delay, shortage, or claims arising during transportation once the goods leave the IPS warehouse. Any claims for loss or damage must be filed directly by the customer with the carrier.

16. Limitation Of Liability

IPS's total cumulative liability arising out of or relating to the sale, manufacture, delivery, installation, performance, or use of the products or services provided shall not exceed the amount paid by Customer for the specific product or service giving rise to the claim. IPS's sole obligation and Customer's exclusive remedy shall be, at IPS's option, the repair, replacement, or refund of the purchase price of the defective product or service.