



FLEXIBLE PROBES QUOTE

DATE:

MM / DD / YYYY

CONTACT NAME (First/Last):

COMPANY NAME:

PROJECT/REFERENCE NAME:

QUOTE NUMBER (Reference Quote # with P.O. #):

For the referenced project above, we are able to provide pricing on the following part numbers:

Probe	Quoted Part Number	Description	QTY	Net Unit Price	Net Ext Price
1					
2					
3					
4					

Float	Quoted Part Number	Description	QTY	Net Unit Price	Net Ext Price
1					
2					
3					
4					

Installation Kit	Quoted Part Number	Description	QTY	Net Unit Price	Net Ext Price
1					

Please see attached Request For Quote form and diagram for submitted flex probe details.

ESTIMATED DELIVERY: 8 - 10 Weeks after receipt of order

SIGNATURE:

DATE:

MM / DD / YYYY

*All prices are quoted as Franklin Electric authorized distributor net at the time of the quotation and are valid for 60 days from the date of the quotation. (Reference quote # with PO).

Standard Terms and Conditions described below apply. **EXCEPTION:** Shipping cost for flexible probes paid by buyer.

TERMS & CONDITIONS

- A. CONTROLLING TERMS AND CONDITIONS:** The agreement between Franklin Electric (hereafter referred to as “FE”) and Purchaser with respect to the sale of goods described above or herein (the “Contract”) shall consist exclusively of the terms appearing herein, together with FE’s written standard or custom product specifications (if applicable). FE objects to and shall not be bound by additional or different terms, whether printed or otherwise, in Purchaser’s purchase order or in any other communication from Purchaser to FE. Such additions and differences in terms shall be considered material and FE’s terms and conditions as described herein shall govern. The Contract may be modified or altered only if agreed to in a writing signed by the party against which any such modification or alteration is asserted.
- B. PRICE:** All prices and discounts are subject to change by FE without prior notice, effective with FE’s publication of its revised price list or discount schedule applicable thereto, or, in lieu thereof, written notification by FE to Purchaser. Prices and discounts applicable to unshipped quantities of existing orders, as well as to new orders, shall be those in effect at the time of shipment. All prices are FCA (Incoterms 2020) and are net of, and do not include, any federal, state, or local income, property, sales, use, excise, value added, or other taxes.
- C. TERMS OF PAYMENT:** The due date of payment shall be measured from the shipment date, except that the due date shall be measured from the scheduled shipment date in the event that Purchaser has requested that a shipment be delayed.
- D. NO CANCELLATION:** Once accepted by FE, this order will be considered firm and may not be changed or cancelled by Purchaser for any reason without the prior written consent of FE.
- E. DELIVERY:** Shipments shall be made by common carrier unless otherwise provided herein. Special shipping arrangements, if agreed to in writing by FE, will be done at Purchaser’s expense. Title to the product shipped shall pass to Purchaser when FE delivers such goods to the carrier for delivery to Purchaser, and all risks of damage, loss, or delay shall thereupon pass to Purchaser. Any shipping date shown herein is based upon conditions existing at the present time and reasonably anticipated through each shipping date. Subject to the further limitation on damages described in Section F, FE shall not be liable for any loss, cost, expense, delay, damage, or inconvenience that may be occasioned by reason of FE’s inability or failure (however caused) to meet a shipping date or request date, or for any delay, loss, or damage in transit, or due to the unavailability of sufficient products to fill the order. FE reserves the right to allocate available inventories at its discretion among its customers, including Purchaser, if such inventories are inadequate to meet demand.
- F. WARRANTY:** FE warrants solely to the original purchaser that the products will be free from defects in material or workmanship under normal commercial use based upon the terms and conditions defined in FE published warranty policy in effect on the date order was accepted by FE, provided the products are installed, maintained, and used in accordance with FE’s published instructions. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PUPOSE.** All claims for allegedly defective products must be made in writing to FE’s home office within 10 days after Purchaser learns of the alleged defect. Purchaser shall provide such information to substantiate any claim hereunder as FE may reasonably request and shall return the defective product to FE’s home office, cost of shipping prepaid, at FE’s request. FE’s sole obligation under the foregoing warranty is limited to either, at FE’s option, repairing or replacing the defective products (or the defective parts thereof) or refunding the purchase price theretofore paid by Purchaser for such products, and Purchaser’s exclusive remedy for breach of any such warranty will be enforcement of such obligation of FE. This warranty does not cover, and FE will not be responsible for, the cost of removing the defective products or parts or installing the new or repaired products or parts. Replacement products or parts are warranted for the remainder of the warranty period applicable to the goods originally supplied by FE. This warranty shall not apply to any product or part that was not supplied by FE or that has been affected by misuse, neglect, alteration, acts of God, damage, casualty, or improper installation, use, maintenance, or repair. This warranty shall not be extended or altered except in writing executed by FE.

TERMS & CONDITIONS

G. REMEDIES AND LIMITATIONS ON LIABILITY:

FE's REMEDIES. In addition to any other remedy to which FE may be entitled by law in the event of Purchaser's breach of this obligation under the Contract, including, without limitation, Purchaser's cancellation of the Contract, in whole or in part, FE shall be entitled to specific damages by reason of any special engineering, design, tooling, manufacturing, storage, or transportation costs incurred in connection with this Contract.

PURCHASER'S REMEDIES. Except as otherwise expressly set forth herein, Purchaser's sole and exclusive remedy for breach of FE's obligations under the Contract, whether of warranty or otherwise, shall be limited to repair or replacement of the products or, at FE's option, refund of the purchase price paid to FE for the products under the Contract.

H. LIMITATIONS ON LIABILITY. The remedies contained in Sections E and F hereof shall constitute the sole and exclusive recourse and remedies of Purchase against FE for breach of any of FE's obligations under the Contract. **FE's LIABILITY ON ANY CLAIM ARISING OUT OF OR RELATED TO THE CONTRACT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS THAT ARE THE SUBJECT OF THE CONTRACT, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE, SHALL NOT IN ANY CASE EXCEED THE COST OF REPAIRING OR REPLACING, OR REFUNDING THE PURCHASE PRICE OF THE PRODUCT, AND UPON EXPIRATION OF ANY APPLICABLE WARRANTY PERIOD, ALL SUCH LIABILITY SHALL TERMINATE. IN NO EVENT SHALL FE BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OR LOSSES OF ANY TYPE OR NATURE, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR LIABILITY TO THIRD PARTIES, REGARDLESS OF WHETHER FE IS SHOWN TO HAVE BEEN AT FAULT, AND REGARDLESS OF WHETHER THERE IS SHOWN TO HAVE BEEN A DEFECT IN MATERIALS, WORKMANSHIP OR DESIGN, NEGLIGENCE IN MANUFACTURE OR DESIGN, OR A FAILURE TO WARN.**

I. INFRINGEMENT: With respect to FE's own standard designs and specifications, or specialty products engineered and designed by FE to its own specifications, FE shall defend, indemnify, and hold Purchaser harmless from and against any loss, damages, costs or expenses incurred by Purchaser in the defense of any third-party claim of infringement based upon a use of the products for a purpose other than their normal and intended use, or as a part of any combination with goods not supplied by FE. In the event that any products supplied by FE are held to constitute infringement and their use is enjoined in any proceeding covered by the foregoing indemnity, FE shall, at its own expense, either replace such products with noninfringing products, modify such good so that they become noninfringing, or accept the return of the enjoined goods and refund the purchase price theretofore paid for them. Purchaser's remedies in the event that products supplied by FE under this Contract are found to infringe the rightful claim of any third person shall be limited solely to the remedies provided in this Section I. Purchaser shall defend, indemnify, and hold FE harmless from and against any loss, damage, costs, or expenses arising out of a claim by any third party that the sale or use of any products made or supplied to Purchaser by FE according to designs or specifications furnished by Purchaser infringe the patent or trademark rights of such third party.

J. SEVERABILITY: If any terms, clause, or provision contained in the Contract is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity or enforceability of any other term, clause or provision contained herein.

K. PLACE OF CONTRACTING, APPLICABLE LAW, AND FORUM: This Contract shall be deemed to have been made at Fort Wayne, Indiana, and shall be construed and its performance governed by the substantive laws of the State of Indiana. Any legal action or other proceeding arising under or relating to the Contract shall be brought only in the United States District Court for the Northern District of Indiana or, if that court lacks subject matter jurisdiction, in any state court located in Wells County, Indiana. FE and Purchaser consent to the personal jurisdiction of such courts over them in connection with any such action or proceeding, and waive any objection or defense based upon venue or such courts being an inconvenient forum for such action or proceeding.