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## Geist Terms & Conditions

### General Scope & Acceptance

These Terms and Conditions of Sale (“Terms”) for quotations, purchase orders, payments, invoices, and contracts stipulated by Geist, a division of PCE, Inc., and Geist Europe and Geist Asia who are wholly owned subsidiaries of PCE, Inc. (hereinafter referred to as “the Seller”), are included therein and acceptance thereof is deemed to be an acceptance of such Terms by the Purchaser (hereinafter referred to as the “Customer”). Any variation or modification to these Terms must be agreed to by the Seller in writing. Any Purchase Order issued by Customer to Seller shall be subject to and shall be deemed to incorporate by reference these Terms and Conditions, whether or not such Terms and Conditions are affixed to the Purchase Order or whether the Purchase Order make’s any reference to such Terms and Conditions. These Terms and Conditions shall supersede and replace any standardized terms and conditions affixed to the Purchase Order and any and all terms and conditions set forth on Seller’s quotation upon which the Purchase Order is based and/or on any acknowledgement of the Purchase Order sent by Seller to Customer. This agreement constitutes the entire understanding of the parties and supersedes all prior proposals or agreements, verbal or written.

### Quotations

Quotations do not constitute an offer by the Seller to supply goods or supplies or to carry out work referred to therein, and no Purchase Order placed in response to a quotation will be binding unless accepted by the Seller in writing; all such acceptances will be subject to the availability of materials. The Seller reserves the right to make additional charges for any amendments to the quantity specified in the quotation, and for any alteration, additions or any other work undertaken at the request of the Customer.

### Orders

All purchase orders must be made by the Customer by way of written Purchase Order (“Order”) – mailed, faxed, emailed, generated via online web merchant system, or sent via secure online quote builder to Seller. All Orders will be acknowledged by Seller within 48 hours of receipt. If the Customer does not receive confirmation of an Order, the Order was not received by the Seller. No terms or conditions set forth in said Order shall be binding upon the Seller or supersede the terms set forth here within. The Seller shall not provide any services, fabricate or assemble any supplies, procure required materials, nor ship any products, except to the extent specifically authorized by the Customer’s Order. The Customer shall be obligated only to purchase supplies and those product and materials fabricated or acquired by the Seller in reliance on an Order that established a firm or fixed quantity. Forecasts and planning advisories may not be relied upon by the Seller to acquire necessary materials. The Customer warrants that the price in an Order shall be complete and accurate and as the Seller has stipulated.

### Delivery Dates

Delivery dates given by the Seller are approximate only and no liability can be accepted for any loss, consequential loss, injury, damage, or expenses incurred consequent upon any delay in delivery from any cause whatsoever, nor shall any such delay entitle the Customer to cancel any Order or to refuse to accept delivery. Seller will use commercially available services to deliver products at the times specified in the Order.

### Force Majeure

Should the Seller be delayed in or prevented from delivery owing to Act of God, war, civil disturbance, requisition, government or parliamentary restrictions, prohibition or enactment of any kind, import or export restrictions, strike, lockout, trade dispute, difficulty in obtaining workmen or materials, breakdown of machinery, fire, flood, drought, accident, or any other cause whatsoever beyond the Seller’s control, the Seller shall be at liberty to cancel or suspend the contract without incurring any liability for loss or damages.

### Shipping

Incoterms established upon account creation and provided on quotations. Questions should be directed to Customer Service.

### Export Compliance

Seller exports commodities, technology, or software from the United States in accordance with the U.S. Export Administration Regulations. When exporting or re-exporting Sellers’ products, any diversion contrary to U.S. Law is strictly prohibited. For more information on these rules and regulations, you may refer to the U.S. Census Bureau Export Administration Regulations ([www.access.gpo.gov/bis/ear/ear\\_data.html](http://www.access.gpo.gov/bis/ear/ear_data.html)) or the U.S. Department of Commerce’s Bureau of Industry and Security ([www.bis.doc.gov/index.htm](http://www.bis.doc.gov/index.htm)).

### Payments & Invoices

Customer is responsible for the payment of all applicable duties, taxes, and shipping charges (unless freight is prepaid), measured by or imposed upon or with respect to the transaction, the property, its value or service performed in connection therewith. Customer is required to provide Seller with their Certificate of Sales/Use Tax Exemption for Resale. Seller shall submit invoices to Customer within 10 days of shipping goods which include the

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date, Customer's Order number, shipping charges, delivery address, and quantity of delivery. Payment terms are subject to credit approval by the Seller. A credit application listing three trade references and one banking reference must be submitted and approved by the Seller before a regular Customer account can be established. All other accounts will become due for payment prior to manufacturing or shipping. Seller requires payment in full according to established terms unless prior written agreement is in place. Finance charges will be incurred at a rate of 1.75% per month on any amount past due. Any account more than 30 days past due will be placed on credit hold until the account is made current and any new Orders submitted must be pre-paid prior to shipping for any accounts with a credit hold status. Any account over 90 days past due will be turned over to collections and immediately canceled. In the event the Seller must initiate collection proceedings, the Customer shall be responsible for the Seller's cost of collection including reasonable attorney fees.

### Shortages & Damaged Goods

Customer must inspect all shipments for shipping shortage and/or damage. If there appears to be damage to the shipment or a shortage in quantity, indicate so in writing when signing the shipper's proof of delivery slip. Failure to do so will result in a denial of a shortage or damage claim. Upon receipt of shipment, immediately open and inspect all units. If there is any internal damage that wasn't visible when signing for delivery, this must be reported to the carrier within 2 business days of receipt. Claims for missing accessories or product must be reported within 5 business days of receipt of shipment. Freight Paid by Seller (FOB Destination/DAP Incoterms): Seller assumes responsibility for each shipment of goods until the delivery is accepted by the consignee. Seller is not responsible for loss or damage which may occur after the consignee has accepted the consigned merchandise. Freight Paid by the Consignee (FOB Origin/FCA FACTORY Incoterms): The responsibility of Seller ends when the transportation company accepts and signs the bill of lading transferring the title of goods to consignee. Seller is not responsible for loss or damage which may occur after the transportation company has accepted the consigned merchandise. If any loss or damage is discovered, notify the transportation company at once.

### Returns

Equipment may not be returned without first obtaining a written return materials authorization (RMA) number from the Seller. All returns are subject to a minimum 50% restocking or order cancellation fee and must be accompanied by an approved RMA. Items returned must be in their original packaging and never installed or opened. All associated parts, documentation, software, etc. originally shipped with the equipment must also be returned. For returns over 90 days from ship date, Seller may elect to decline return authorization. Orders for custom products cannot be cancelled, refunded, returned or cancelled after placement of order. Related fees such as shipping and return shipping charges are non-refundable. Defective merchandise will be repaired or replaced at Seller's discretion. Freight charges to return defective merchandise to the factory will be reimbursed via credit memo. Returned merchandise must be received at the factory within fifteen (15) days of RMA date.

### Warranty

Seller warrants that all products furnished under a valid Order which are manufactured by Seller will conform to final specifications, drawings, samples, and other written descriptions approved in writing by the Seller, and will be free from defects in materials and workmanship for the warranty periods set forth below. The warranty period shall run from time the product is invoiced/shipped, even in the event that the Seller installs the equipment or supplies technical direction of installation by contract. Parts replaced or repaired in the warranty period shall carry the unexpired portion of the original warranty.

#### Warranty Coverage

- Environmental Monitoring Units – One Year.
- Software (Environet/Racknet) & Software Appliances – One Year.
- Cooling Units – Two Years.
- Non-Surge Protected Product Warranty
  - Basic Power Strips – Lifetime.
  - Metered, Monitored, & Switched Power Strips – Three Years.
  - Upgradeable Power Strips – Five Years.
- Surge Suppressed Product Warranty & Connected Equipment Warranty Coverage
  - If a Surge Suppressor becomes defective during the specific warranty period listed below, Seller will elect to either repair or replace the unit free of charge. Seller's Surge Suppressor Warranty insures any properly connected equipment from damage due to failed AC protection circuitry. If connected equipment is damaged by an AC power disturbance during the warranty period, Seller will elect to either repair or replace that equipment up to the connected equipment warranty limit, provided the surge protective device shows signs of failed AC production circuitry. A Seller approved testing facility must perform the testing and verification of a failed device. In the event of equipment damage, contact Customer Service for RMA instructions on returning your surge suppressor.

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- Original proof of purchase required. Connected equipment warranty applies only to surge suppressors listed below.
  - SP, SVR, & VSS Models – Ten Years – USD 10,000
  - SPFC, SPC, SVRAC, SVRCC, SVRBC, & VSSBC – Three Years – USD 5,000

Scope: This Warranty shall be exclusive of any and all other warranties express or implied and may be modified only by writing signed by an officer of the Seller. Accessories supplied by Seller but manufactured by others carry any Warranty the manufacturers have made to Seller which can be passed on to the Customer. Customer has not relied and shall not rely on any oral representation regarding the Product sold hereunder and any oral representation shall not bind Seller and shall not be part of any warranty.

Limitation of Remedy and Liability: Products are not life and safety certified. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOSS, DAMAGE, OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF THE UNITS, OR FROM ANY OTHER CAUSE, EXCEPT AS EXPRESSLY STATED. SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. SELLER IS NOT LIABLE FOR AND CUSTOMER WAIVES ANY RIGHT OF ACTION IT HAS OR MAY HAVE AGAINST SELLER FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES ARISING OUT OF ANY BREACH OF WARRANTY, AND FOR ANY DAMAGES CUSTOMER MAY CLAIM FOR DAMAGE TO ANY PROPERTY OR INJURY OR DEATH TO ANY PERSON ARISING OUT OF ITS PURCHASE OR THE USE, OPERATION, OR MAINTENANCE OF THE PRODUCT. Seller will not be liable for any labor subcontracted or performed by Customer for preparation of warranted item for return to Seller's factory or for preparation work for field repair or replacement. Invoicing of Seller for labor either performed or subcontracted by Customer will not be considered as a liability by the Seller. The liability of Seller hereunder is limited to replacing or repairing at Seller's factory any part or parts which have been returned to the Seller and which are defective or do not conform to such specifications, drawings or other written descriptions; provided that such part or parts are returned by the Customer within 90 days after such defect is discovered. Seller shall have the sole right to determine if the parts are to be returned to the factory for repair or replacement. All items returned to Seller for repair or replacement must be sent freight prepaid to its factory. Customer must obtain Seller's return authorization prior to returning items. The above conditions must be met if warranty is to be valid. Seller will not be liable for any damage done by unauthorized repair work, unauthorized replacement parts, from any misapplication of the item, or for damage due to accident, abuse, or act of God. No person, including any Dealer, Agent, or Representative of Seller is authorized to assume for Seller obligation or liability other than expressly stated herein. Seller grants to end user Customer a nonexclusive, non-transferable, non-sub-licensable license to use the Seller's software when purchased. All software fees are non-refundable. Warranty is voided by opening or modifying units.

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