

Lipe Products Customer acknowledgement for non-cancellable, non-returnable (ncnr) Products

Customer acknowledges that its orders and/or material requirement forecasts for the NCNR Products identified below or on any attachment to this Customer Acknowledgement are firm orders and that: (1) Orders and/or material forecasts for NCNR Products may not be cancelled. (2) Orders and/or material requirement forecasts for NCNR Products may not be rescheduled without InPower's prior written approval. (3) Except for Product failure under an applicable InPower warranty, Customer may not return NCNR Products to InPower. (4) InPower will allow a one time only reschedule, provided the reschedule delivery date is within thirty (30) days of the original required date. (5) If, at the end of any ninety (90) day period of any previous Customer provided material requirements forecast, the quantity of NCNR Products forecast to be required for such period is in excess of the quantity delivered during such period, InPower will notify Customer and Customer will accept immediate delivery of such excess quantity and will purchase and pay for same. Purchase Quantity Manufacturer's Part Customer Required Date Purchase Order No. Manufacturer's Part Number Required Date Except for orders placed under a separate current Contract, orders and purchases of the NCNR Products identified above or on any attachment to this Customer Acknowledgement shall be governed					
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