

Westinghouse Electric Corporation Specialty Transformer Division Greenville, Pa. U.S.A. 16125 46-800 S WE A Selling Policy

Page 1

March 1, 1976
Supersedes SP 46-800, pages 1 and 2, dated
December 4, 1975
Prices and discounts subject to change
without notice.
Mailed to: E, D, C/2070/PL

5000 Volts and Below Single Phase: 25 Kva and Below Three Phase: 30 Kva and Below

Specialty Transformers

Price References, Discounts and Multipliers

Discount Symbol	Price Reference	Apparatus 2	Quan- tity	Classified User Discount Schedule 46-802		Equipment Assembler	Distributor Discount
				Disc.	Mult.●	Discount	
STD-2	Pl. 46-820	Types EP, EPT,	Any	Effective March 1, 1976 29% .71		See	See
		EPS, and dry type autotransformers thru 30 Kva	·,			Schedule 46-805	Schedule 46-808
STD-3	PL 46-820	Mini-Power Center	Any	9.5%	.905		
STD-4	PL 46-825	Navv	Any	Refer to Westinghouse			
STD-5	PL 46-830	Types MTA, MTC, Add-A-Part Fuse Holder		See Mult.	1.02		
STD-6	PL 46-830	Type AP	Any	Net	1.00		
STD-7	PL 46-830	Type SW	Any	18%	.84		
STD-8	PL 46-830	Network Power Filter	Any	19%	.81		

Resale Prices are Suggested Only.

Note: See page 2 for classification of purchasers.

- Changed or added since previous issue.
- ② Westinghouse shall be permitted to complete shipment of order within 180 days following date of initial shipment.

Standard Conditions of Sale

Prise:

Prices and discounts are subject to change without notice.

Computing Final Net Prices: Compute nat price for each unit, drop the mills and multiply by the number of units.

Price Policy - Effective December 1, 1975

Prices are firm for shipments made within 8 months from date of order. For shipments made after 6 months from date of the order, the price shall be increased at the time of shipment 1% for each full month or fraction thereof in excess of 6 months from date of order to date of shipment.

Texes

The price does not include any Federal, state or local property, license, privilege, sales, use, excise, gross receipts or other like texes which may now or hareafter be applicable to, measured by or imposed upon or with respect to the transaction, the property, its sale, its value or its use, or any services performed in connection therewith. Purchaser agrees to pay or reimburse any such taxes which Westinghouse or Westinghouse's subcontractors or suppliers are required to pay.

Terms of Payment

Standard terms of payment are net within 30 days from date of shipment.

Standard terms of payment for U.S. Government purchases for delivery within the continental United States are payment upon receipt of invoice.

Payments

If, in the judgment of Weatinghouse, the financial condition of the purchaser, at any tima during the manufacturing period, or at the time apparatus is reedy for

shipment, does not justify the terms of payment specified, Westinghouse may require full or partial payment in advance.

Pro rats payments shall become due as shipments are made. If shipments are delayed by the purchaser, payments shall become due from date when Westinghouse is prepared to make shipment. If manufacture is delayed by the purchaser, payment shall be made based on the contract price and per cent of completion.

Apparatus held for the purchaser shall be at the risk and expense of the purchaser.

Delivery

FOB/PS/Frt. Ppd. and Not Allowed

On all apparatus covered by this Selling Policy, single orders less than \$1,000 Net will be delivered f.o.b. point of shipment, freight prepaid and invoiced to the purchaser as a separate item.

FOB/PS/Frt. Ppd. and Allowed

Single orders \$1,000 Net or more will be delivered f.o.b point of shipment, freight prepaid, and included in the price.

Note: When load splitting occurs at request of customer and total net of each shipment is less than 1,000, shipment will be f.o.b. point of shipment, freight prepaid, and not allowed.

Area A—Shipments to destinations within the United States, except Alaska end Hawaii:

To the common carrier point nearest to the first destination, but within the confines of the United States except Alaska and Hawaiian Islands.

Area B—Shipments to destinations other than Area A: To the common carrier point nearest to the point of departure from Area A to Alaska, Hawaii, or Panama Canal Zone, Puerto Rico, and any other territory, dependency, insular possessions, or trust territory.

Cartaga (Store Door) Delivery: Transportation charges incurred from the nearest common carrier point to final destination or to ship side (in case of shipment to U. S. possessions) are the responsibility of the purchaser unless the common carrier furnishes store door delivery at no extra charge.

Transportation charges on local shipments from werehouses will be borne by Westinghouse to the same extent as common carrier furnishes store door delivery at no axtra charge.

Origin, Method of Shipment and Routing: Westinghouse will determine the point of origin of shipment, the method of transportation, and the routing of shipment. Purchasers requiring shipment by a method or routing other than that of Westinghouse selection will be billed any difference in transportation charges. For example, in case the purchaser requests, EXPRESS, PARCEL POST or AIR EXPRESS shipments, Westinghouse will absorb only an amount equal to the charges of the normally selected common carrier. If the actual transportation charges on these shipments are less than such common carrier charges, Westinghouse will absorb only the actual charges. If Westinghouse electe to ship by other than common carrier, the full transportation charges will be prepaid. In no case will Westinghouse absorb transportation charges in excess of the actual amount received by the carrier for its services.

Purchaser Pick-up: No allowance will be made in lieu of transportation if the purchaser accepts shipment at factory, warehouse or freight station. Transportation charges will not be deducted from a selling price.

U. S. Government: When U. S. Government specifications require a government bill of lading, quotation will be on an f.o.b. point of shipmant, freight prepaid basis. On the invoice, however, the commercial freight charge and any transportation tax will be deducted from the full standard price.

Delay of delivery shall not be cause for consequential damage charges or loss of profile. If cancellation results from deley in delivery customer shall be liable for cancellation charges.

Loss, Damage, or Delay

Westinghouse shall not be liable for lose, damage, detention, or delay resulting from causes beyond its reasonable control or from fire, strike or other concerted action of workmen, act or omission of any governmental authority or of the purchaser, insurrection or riot, embargo, car shortage, wreck or delay in transportation, or inability to obtain necessary labor, materials, or manufacturing facilities. In the event of delay due to any such cause, the date of delivery will be postponed by such length of time as may be reasonably necessary to compensate for the dalay.

Westanty

Westinghouse, in connection with apparatus sold, agrees to correct any defect or defects in workmanship or materiel which may develop under proper or normal use during the period of one year from date of shipment, by repair or replacement, f.o.b, factory of the defective pert or parts, end such correction shall constitute a fulfillment of all Westinghouse liabilities with respect to said apparatus. The foregoing warranty is exclusive and in lieu of all other warranties of quality whether written, orsi, or implied (in-

cluding any warranty of merchantability or fitness for purpose).

Limitation of Liability

Neither party shell be liable for spacial, indirect, Incldental or consequential damages. The remedies of the purchaser, as set forth herein, are exclusive, and the liability of Westinghouse with respect to any contract or sale or anything done in connection therewith, whether in contract, in tort, under any warranty, or otherwise, shall not, except as expressly provided herein, exceed the price of the equipment or part on which such liability is based.

Patenta

Westinghouse shall at its own expense, defend any suita or proceedings brought against the purchaser, and/or its vendees, mediate and immediate, so far as based on an allegation that any goods, material, equipment, device or article (hereinafter referred to as product) or any pert thereof furnished hereunder constitutes an infringement of any claim of any patent of the United States, other than a claim covering a process performed by seid product or another product produced by seid product, provided that such product is not supplied according to purchaser's design, and is used as sold by Westinghouse, if purchaser shall heve made all payments then due hereunder, and if Westinghouse is notified promptly in writing and given authority, information and assistance for the defense of seid suit or proceeding, and Westinghouse shall pay all damages and costs awarded in any suit or proceeding so defended, provided that this indem-nity shall not extend to any infringement based upon the combination of said product or any part or parts thereof with another product or things not furnished hereunder unless Westinghouse is a contributory infringer. Westinghouse shell not be responsible for any settlement of such suit or proceeding made without its written consent. In case the product or any part thereof furnished hereunder is in any suit or proceeding so defended held to constitute infringe-ment, and its use is enjoined. Westinghouse shall, at its own option and its own expense, either: procure for the purchaser the right to continue using seid product or pert thereof; or replace it with a non-infringing product; or modify it so it becomes noninfringing; or remove it and refund the purchase price and the transportation and installation costs thereof. The foregoing states the entire liability of Westinghouse with respect of patent infringement by seid product or any part thereof.

To the extent that said product, or any part thereof, is supplied according to purchaser's design or instructions, or la modified by purchaser, or combined by purchaser with another product or things not furnished hereunder except to the extent that Westinghouse is a contributory infringer, or is used by purchaser to perform a process, or produce another product, and by reason of sald design, instruction, modification, combination, performance, or production, a suit or proceeding is brought against Westinghouse, purchaser agrees to indemnify Westinghouse in the manner and to the extent Westinghouse indemnifies purchaser in the preceding peragraph insofar es the terms thereof are appropriate.

Title

The title to the apparatus sold as herein specified shell not pass from Westinghouse end shall remain personal property until fully paid for in cash, and the purchaser agrees to perform all acts which may be necessary to

perfect and assure retention of title to the said apparatus in Westinghouse. The purchaser shall assume all risk of loss after the apparatus is delivered.

Termination

Any order or contract may be terminated by the purchaser only upon psyment if reasonable charges based upon expenses already incurred and commitments made by Westinghouse.

Minimum Billing

The minimum billing charge per shipment shell be \$50.00.

Shipping Damage

Responsibility for the goods is transferred to the customer upon departure of the apparatus from the factory. As such, the customer is responsible for damage or loss of goods in transit. Therefore, it is recommended that the customer carefully examine the equipment before accepting delivery from the cerrier. In the event of shortage or damage, the customer must note said loss or damage on the transportation receipt and immediately file a claim with the carrier.

Returning Apparatus

Authorization and shipping instructions for the return of any apparatus must be obtained by the purcheser from Westinghouse district office or distribution outlet before returning the apparatus. Apparatus must be returned with complete indentification in accordance with Westinghouse instructions or it will not be accepted. Where a purchaser requests authorization to return apparatus for reasons of his own, he will be charged for placing the returned goods in selable condition (20% minimum restocking charge) and for any outgoing and incoming transportation paid by Westinghouse.

Penalty or Liquidated Damages

Contracts which include Penalty or Liquidated Damage Clauses for failure to meet shipping promises must be specifically accepted by Westinghouse with Headquarters approval.

Export Packing

Price or prices given in price lists include apperatus having stendard domestic packing only. Where packing for overseas shipment is required, refer to Westinghouse.

Stock

Consigned Stock: There will be no consigned stock, interchenge of District Stock: When prompt service to a customer is essential a free interchange of stocks is recommended. Long distance interchange of stocks requires approval from Specialty Transformer Division.

Special Testing

If witness or other special tests are required refer to Westinghouse for Headquarters approval.

Cleases of Purchasers

Class

Schedule
46-802
46-805
46-808

Discount



Westinghouse



Specialty Transformers

5000 Volts and Below

Single Phase: 25 Kva and Below Three Phase: 30 Kva and Below

OPrice References, Discounts and Multipliers

Discount Symbol	Price Reference	Apparatus ②	Quan- tity	Classified User Discount Schedule 46-802		Equipment Assembler	Distributor Discount
				Disc.	Mult.	Discount	į
				Effective A	ug. 1, 1974		
STD-1	PL 46-820	Type GC	Any	35%	.65	See	See
STD-2	PL 46-820	Types EP, EPT, EPS, DT-3, and dry type autotransform- ers thru 30 Kva		35%	.65	Schedule 46-805	Schedule 46-808
STD-3	PL 46-820	Mini-Power Center	Anv	17%	.83		1
STD-4	PL 46-825	Navv	Any	Refer to Westinghouse			1
STD-5	PL 46-830	Types MTA, MTC, Add-A-Part Fuse Holder	Any	6%	.94		
STD-6	PL 46-830	Type AP	Any	8%	.92		1
STD-7	PL 46-830	Type SW	Any	23%	.77		1
STD-8	PL 46-830	Network Power Filter	Any	26%	.74		

Resale Prices are Suggested Only.

Note: See page 2 for classification of purchasers.

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- Westinghouse shall be permitted to complete shipment of order within 180 days following date of initial

Standard Conditions of Sale

Prices and discounts are subject to change without

Computing Final Net Prices: Compute net price for each unit, drop the mills and multiply by the number

()Price Policy Effective Aug. 1, 1974

(PP-30) Prices in effect at time of shipment.

The price does not include any Federal, state or local property, license, privilege, sales, use, excise, gross receipts or other like taxes which may now or hereafter be applicable to, measured by or imposed upon or with respect to the transaction, the property, its sale, its value or its use, or any services performed in connection therewith. Purchaser agrees to pay or reimburse any such taxes which Westinghouse or Westinghouse's authorities and the service of t Westinghouse's subcontractors or suppliers are required to pay.

Terms of Payment

Standard terms of payment are net within 30 days from date of shipment.

Standard terms of payment for U.S. Government purchases for delivery within the continental United States are payment upon receipt of invoice.

Payments

If, in the judgment of Westinghouse, the financial condition of the purchaser, at any time during the manufacturing period, or at the time spparatus is ready for shipment, does not justify the terms of payment specified, Westinghouse may require full or partial payment in advance.

Pro rata payments shall become due as shipments are made. If shipments are delayed by the purchaser, pay-

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Prices and discounts subject to change without notice.

ments shall become due from date when Westinghouse is prepared to make shipment. If manufacture is delayed by the purchaser, payment shall be made based on the contract price and per cent of completion.

Apparatus held for the purchasershall be at the risk and expense of the purchaser.

①Delivery

FOB/PS/Frt. Coli. and Not Allowed

On all apparatus covered by this Selling Policy, single orders less than \$1,000 Net will be delivered f.o.b. point of shipment, freight collect and not allowed. Freight charges will be added to the invoice upon re-

FOB/PS/Frt. Ppd. and Allowed

Single orders \$1,000 Net or more will be delivered f.o.b. point of shipment, freight prepaid, and included in the price.

Note: When load splitting occurs at request of customer and total net of each shipment is less than 1,000, shipment will be f.o.b. point of shipment, freight collect, and not allowed.

Area A-Shipments to destinations within the United States, except Alaska and Hawaii:

To the common carrier point nearest to the first destination, but within the confines of the United States except Alaska and Hawaiian Islands.

Area B-Shipments to destinations other than Area A To the common carrier point nearest to the point of departure from Area A to Alaska, Hawaii, or Panama Canal Zone, Puerto Rico, and any other territory, dependency, insular possessions, or trust territory.

Cartage (Store Door) Delivery: Transportation charges incurred from the nearest common carrier point to final destination or to ship side (in case of shipment to U. S. possessions) are the responsibility of the purchaser unless the common carrier furnishes store door delivery at no extra charge.

Transportation charges on local shipments from warehouses will be borne by Westinghouse to the same

extent as common carrier furnishes store door delivery at no extra charge.

Origin, Method of Shipment and Routing: Westinghouse will determine the point of origin of shipment, the method of transportation, and the routing of shipment. Purchasers requiring shipment by a method or routing other than that of Westinghouse selection will be billed any difference in transportation charges. For example, in case the purchaser requests, EXPRESS, PARCEL POST or AIR EXPRESS shipments, Westinghouse will absorb only an amount equal to the charges of the normally selected common carrier. If the actual transportation charges on these shipments are less than such common carrier charges, Westinghouse will absorb only the actual charges. If Westinghouse elects to ship by other than common carrier, the full transportation charges will be prepaid. In no case will Westinghouse absorb transportation charges in excess of the actual amount received by the carrier for its

Purchaser Pick-up: No allowance will be made in lieu of transportation if the purchaser accepts shipment at factory, warehouse or freight station. Transportation charges will not be deducted from a selling price.

U. S. Government: When U. S. Government specifications require a government bill of lading, quotation will be on an f.o b. point of shipment, freight prepaid basis. On the invoice, however, the commercial freight charge and any transportation tax will be deducted from the full standard price.

Delay of delivery shall not be cause for consequential damage charges or loss of profits. If cancellation results from delay in delivery customer shall be liable for cancellation charges.

Loss, Damage, or Delay

Westinghouse shall not be liable for loss, damage, detention, or delay resulting from causes beyond its reasonable control or from fire, strike or other concerted action of workmen, act or omission of any governmental authority or of the purchaser, insurrection or riot, embargo, car shortage, wreck or delay in transportation, or inability to obtain necessary labor, materials, or manufacturing facilities. In the event of delay due to any such cause, the date of delivery will be postponed by such length of time as may be reasonably necessary to compensate for the delay.

Warranty

Westinghouse, in connection with apparatus sold, agrees to correct any defect or defects in workmanship or material which may develop under proper or normal use during the period of one year from date of shipment, by repair or replacement, f.o.b. factory of the defective part or parts, and such correction shall constitute a fulfillment of all Westinghouse liabilities with respect to said apparatus. The foregoing warranty is exclusive and in lieu of all other warrantias of quality whether written oral, or implied (including any warranty of merchantability or fitness for purposs).

Limitation of Liability

Neither party shall be liable for special, indirect, incidental or consequential damages. Theremedies of the purchaser, as set forth herein, are exclusive, and the liability of Westinghouse with respect to any contract or sale or anything done in connection therewith, whether in contract, in tort, under any warranty, or otherwise, shall not, except as expressly provided herein, exceed the price of the equipment or part on which such liability is based.

Westinghouse shall at its own expense, defend any suits or proceedings brought against the purchaser. and/or its vendees, mediate and immediate, so far as based on an allegation that any goods, material, equipment, device or article (hereinafter referred to

December 19, 1974 Supersedes SP 46-800, pages 1-2, dated August 1, 1974 E, D, C/2070/PL

Specialty Transformers

5000 Volts and Below

Single Phase: 25 Kva and Below Three Phase: 30 Kva and Below



as product) or any part thereof furnished hereunder constitutes an infringement of any claim of any patent of the United States, other than a claim covering a process performed by said product or another product produced by said product, provided that such product produced by said product, provided that such product is not supplied according to purchaser's design, and is used as sold by Westinghouse, if purchaser shall have made all payments then due hereunder, and if Westinghouse is notified promptly in writing and given authority, information and assistance for the defense of said suit or proceeding, and Westinghouse shall pay all damages and costs awarded in any suit or proceeding so defended, provided that this indem-nity shall not extend to any infringement based upon the combination of said product or any part or parts thereof with another product or things not furnished hereunder unless Westinghouse is a contributory infringer. Westinghouse shall not be responsible for any settlement of such suit or proceeding made without its written consent. In case the product or any part thereof furnished hereunder is in any suit or proceeding so defended held to constitute infringe ment, and its use is enjoined, Westinghouse shall, at its own option and its own expense, either: procure for the purchaser the right to continue using said product or part thereof; or replace it with a noninfringing product; or modify it so it becomes non-infringing; or remove it and refund the purchase price and the transportation and installation costs thereof. The foregoing states the entire liability of Westinghouse with respect of patent infringement by said product or any part thereof.

To the extent that said product, or any part thereof, is supplied according to purchaser's design or instructions, or is modified by purchaser, or combined by purchaser with another product or things not furnished hereunder except to the extent that Westinghouse is a contributory infringer, or is used by purchaser to perform a process, or produce another product, and by reason of said design, instruction, modification, combination, performance, or production, a suit or proceeding is brought against Westinghouse, purchaser agrees to indemnify Westinghouse in the manner and to the extent Westinghouse indemnifies purchaser in the preceding paragraph insofar as the terms thereof are appropriate.

Title

The title to the apparatus sold as herein specified shall not pass from Westinghouse and shall remain personal property until fully paid for in cash, and the purchaser agrees to perform all acts which may be necessary to perfect and assure retention of title to the said apparatus in Westinghouse. The purchaser shall assume all risk of loss after the apparatus is delivered.

Termination

Any order or contract may be terminated by the purchaser only upon payment if reasonable charges based upon expenses already incurred and commitments made by Westinghouse.

Minimum Billing

The minimum billing charge per shipment shall be \$50.00.

Shipping Damage

Responsibility for the goods is transferred to the customer upon departure of the apparatus from the factory. As such, the customer is responsible for damage or loss of goods in transit. Therefore, it is recommended that the customer carefully examine the equipment before accepting delivery from the carrier. In the event of shortage or damage, the customer must note said loss or damage on the transportation receipt and immediately file a claim with the carrier.

Returning Apparetus

Authorization and shipping instructions for the return of any apparatus must be obtained by the purchaser from Westinghouse district office or distribution outlet before returning the apparatus. Apparatus must be returned with complete indentification in accordance with Westinghouse instructions or it will not be accepted. Where a purchaser requests authorization to return apparatus for reasons of his own, he will be charged for placing the returned goods in salable condition (20% minimum restocking charge) and for any outgoing and incoming transportation paid by Westinghouse.

Penalty or Liquideted Damages

Contracts which include Penalty or Liquidated Damage Clauses for failure to meet shipping promises must be specifically accepted by Westinghouse with Head-quarters approval.

Export Packing

Price or prices given in price lists include apparatus having standard domestic packing only. Where packing for overseas shipment is required, refer to Westinghouse.

Stock

Class

Consigned Stock: There will be no consigned stock. Interchange of District Stock: When prompt service to a customer is essential a free interchange of stocks is recommended. Long distance interchange of stocks requires approval from Specialty Transformer Division.

Special Testing

If witness or other special tests are required refer to Westinghouse for Headquarters approval.

Discount

46-808

Classes of Purchasers

	Schedule
Classified User Industrial users acting as their own electrical contractors, electric utilities, U. S. Government, railroads and educational institutions.	46-802
Equipment Assemblers Manufacturers purchasing for resale with or as part of their product, such as switchboard builders, panelboard as- semblers, and other electrical equip- ment manufacturers using complete equipment or core and coil assemblies as a part of their product, after Zone Headquarters approval and execution of form 7119.	46-805
Distributor Applies to all distributors authorized by	

Westinghouse with Headquarters ap-

