



Terms and Conditions of Sale

Effective: 1/1/2017

1. ACCEPTANCE: Unless otherwise stated in writing signed by Seller's duly authorized agent, all quotations covering Seller's products are made and all contracts or purchase orders for said products are accepted and all shipments are made on the condition that the Standard Terms and Conditions of Sale set forth herein shall be applicable. Any term in Buyer's purchase order or acceptance that is in addition to, or not identical with, Seller's Terms and Conditions of Sale is void. Seller's acceptance and obligation to perform is expressly conditioned on the Buyer's assent to any additional or different terms in Seller's Terms and Conditions. In the event of a dispute or conflict between Seller's Terms and Conditions and the Terms and Conditions of the Buyer, the Buyer agrees that Seller's Terms and Conditions shall govern. These Terms and Conditions of Sale shall not be varied, qualified, modified, amended or interpreted by any prior course of dealing between the parties or by any usage or trade or in any manner other than by subsequent writing signed by Seller's duly authorized agent.

2. SALES and DISCLOSURE: Buyer agrees without exception to not disclose any information or sell Seller's product to any of Seller's competitors. Buyer must disclose identification of all customers to whom Seller's products are sold. Seller retains the right to deny Buyer the right to sell to any customer it deems a threat to Seller's business.

3. QUOTES: The Quote, if any, is valid for 30 calendar days from the date on the Quote, unless otherwise stated on the Quote. To the extent this Agreement covers Products not included in Seller's literature or website or Products included in Seller's literature or website which are to be modified Custom Products, then Seller may revise this Agreement as necessary to reflect changes once final drawings or scope of work are presented to Buyer. If Buyer does not approve such changes, then this Agreement is terminated only with respect to the affected items. The quote is accepted in whole and cannot be changed, altered or amended in any way from the original without the permission of an authorized representative of the seller, any changes will nullify buyers purchase order and terms and conditions. The delivery date specified in a Quote or otherwise is not firm until expressly confirmed, in writing, by Seller. The quote does not include sales tax or shipping charges tax or duties.

4. PRICES: The Buyer agrees to purchase the Products from Seller according to this Agreement and for the prices indicated in the Quote or otherwise agreed. Buyer must pay all amounts due under this Agreement in US dollars to the payment address noted on the applicable invoice. All freight charges shall be paid by Buyer. Prices and specifications are subject to change without notice. Standard prices are subject to change without notice, and Seller's price in effect at the time of shipment will apply. Buyer is responsible for any such applicable tax or duty that apply.

5. CANCELLATION: An order once placed with, and accepted by, the Seller can be cancelled only with Seller's written consent and upon payment to Seller of reasonable cancellation charges which shall take into account expenses already incurred, commitments made and Seller's anticipated profit. All custom, special or customer specific products may be non-cancellable based on the product completion status. Cancellation for custom, special or customer specific parts may bring a cancellation charge of up to 100%.

6. TAXES: The amount of any present or future sales, revenue, excise or other tax applicable to the products covered by this order, or the manufacture or sale thereof, shall be paid by the Buyer or, in lieu thereof, Buyer shall provide Seller with an appropriate tax exemption certificate.

7. SHIPPING: Prices do not include shipping costs; all material is EX Works, FOB shipping point unless otherwise agreed at time of confirmation. Buyer bears all risk of loss for such shipments from and after the time of delivery to the carrier or forwarding agent, including while in transit. Buyer will pay or reimburse all freight and other shipping expenses from Seller's shipping location, including any special packing expenses. Buyer, not Seller, is responsible for insuring Product shipments to and from Seller's location. It is the Buyer's responsibility to check for damage and verify contents upon receipt of shipment. Any obvious damage to the crate, pallet or packages should be immediately brought to the attention of the carrier delivering the shipment and noted on the delivery receipt. If concealed damage is discovered when the merchandise is unpacked, save the packages and notify the carrier for inspection. Your claim for damaged materials should be filed at once with the transportation company, as the responsibility of Seller ceases upon delivery to the carrier at the shipping point.

8. DELIVERY/EXCUSE OF PERFORMANCE: Seller will use reasonable efforts to perform the services and meet acknowledged shipment dates. However, Seller shall not be liable for shipping delays. Shipping dates are estimated and are based upon prompt receipt from Buyer of all necessary information. Seller is not liable for any delay, damages or failure in delivery of any product to the extent caused by any circumstance not subject to its control. In no event will Seller be liable for damages of any kind arising out of delay or non-delivery, due to causes beyond its reasonable control including, but not limited to, governmental action; law or regulation; strike or other labor trouble; fire damage; acts of God; accident; breakage of machinery or apparatus, or inability to obtain fuel, power, raw materials, labor, containers or transportation facilities or fluctuations in availability of products from manufacturers. In the event of any such delay, the date of delivery shall, at the request of Seller, be deferred for a period equal to the time lost by reason of the delay.

9. PAYMENT:

(a) Subject to credit approval and unless otherwise specified on the invoice and agreed to by Buyer and Seller, all accounts are net 30 from the date of invoice and payment to be made as stated on invoice unless otherwise agreed by seller. All lien rights are reserved until full payment of the invoice has been made.

(b) If, in Seller's judgment, the financial condition of the Buyer at any time does not justify continuation of shipment on the terms of payment originally specified, the Seller may require full or partial payments in advance and in the event of the bankruptcy or insolvency to the Buyer or in the event any proceeding is brought by or against Buyer under the bankruptcy or insolvency laws, the Seller shall be entitled to cancel any order then outstanding and shall receive reimbursement for its cancellation charges.

(c) Should Seller initiate any legal action or proceeding to collect on any unpaid invoice or to enforce any of the terms hereof, Seller shall be entitled to recover from Buyer all costs and expenses incurred in connection therewith, including, but not limited to, court costs and reasonable attorney's fees.

10. CLAIMS AND RETURNS:

(a) Claims for shipping damages shall be made against the carrier on all products shipped Ex Works, F.O.B. shipping point. On products shipped F.O.B. destination, Buyer shall notify Seller of shipping damages within two (2) days from date of receipt and afford Seller a reasonable opportunity to inspect the products. No products shall be returned without Seller's consent.

(b) Claims for shortage or inaccurate filling of orders shall be submitted to Seller within two (2) days after Buyer's receipt, accompanied by a copy of the invoice or packing list on which the products were purchased. Buyer will then receive from Seller a Returned Material Authorization (RMA) number. Products returned without the RMA number will be refused. If Seller in good faith determines that any error was not Seller's, a minimum 30% restocking charge will be made to Buyer on any products returned for credit or exchanged. Returned goods will be accepted only with prior approval by Seller.

(c) Claims or notices asserting a defective product must be given to Seller immediately upon discovery of such defect, but in any event no more than one month after date of shipment by Seller, and must include a copy of the invoice or packing list on which the products were purchased, evidence that such products were inspected within ten (10) days after Buyer's receipt, and the details of the defect(s) claimed, and afford the Seller a reasonable opportunity to inspect the products.

(d) In no event shall any liability of Seller exceed the purchase price of the product and Seller shall not be liable for incidental, special or consequential damages with respect to the sale or use of the product, including without limitation, labor charges, lost profits, expenses of repair, other costs incident to replacement, or transportation costs incurred in shipping products to or from the Seller.

(e) Seller does not, by any advice or information it may provide regarding the use of any product by Buyer, make any warranty beyond the description on the face hereof including of merchantability or fitness for a particular purpose or assume any liability for such advice or information given, orally or in print, or for the results obtained by Buyer. Buyer assumes all risk and liability which may result from the use of any products, whether singly or in combination with other products. No suggestion for product use shall be construed as a recommendation for use in infringement on any existing patent. Material takeoffs, if provided by Seller, are provided for informational purposes only and for no other purpose or reason. Seller does not warrant, certify or represent that these takeoffs are either accurate or suitable for Buyer's application. Buyer should review end-user specifications and perform its own takeoffs in order to ensure the accuracy and material suitability for the application.

(f) Seller is under no obligation to take back material for credit or exchange. Standard parts may be returnable based on Seller usage and inventory levels, and be in unopened and non-damaged packaging. Custom and special parts may be non-returnable at Seller's sole discretion, should a return of this nature be authorized, the items returned must be unused, of current manufacture, and in its original unopened packaging. All returns are subject to inspection before credit receives final approval. A minimum 20% restocking charge will apply. Following such a return, Seller will issue to Buyer a credit for the amount paid for such Product less the restocking fee. Such credit may only be applied against future purchases from Seller and will expire 1 year after issuance. No cash refund will be issued by Seller. No Products may be returned after 30 calendar days from delivery to Buyer.

11. DISCLAIMER OF SELLER'S WARRANTY ON PRODUCTS MANUFACTURED BY OTHERS: Products not manufactured by Seller are covered, if at all, by the original manufacturer's warranty, copies of which are available on Buyer's request. Seller makes no warranty or representation whatsoever, express or implied, beyond the description on the face hereof including the warranty of merchantability and fitness for a particular purpose, with respect to products not manufactured by Seller.

12. APPLICABLE LAW, GOVERNING LAW, CONSENT TO JURISDICTION; ATTORNEY FEES: The validity, performance and construction of these terms and all sales thereunder shall be governed by the laws of the State of California, without regard to conflict of laws rules. The parties exclude the application of the United Nations Convention on Contracts for the International Sale of Goods. The state and federal trial courts of the State of California will have exclusive (other than in connection with enforcement of a judgment) jurisdiction and venue over any suit filed in connection with enforcement of any term or provision of this Agreement. The parties hereby consent to the jurisdiction and venue in such courts with regard to controversies in connection with, or arising under, this Agreement. In any action to enforce, or arising out of, this Agreement, the prevailing party will be entitled to be awarded all court costs and reasonable legal fees incurred.

13. EXPORT RESTRICTIONS: Buyer will comply with, and Seller's obligations will be subject to compliance with, the U.S. Export Administration Act, other export and import restrictions and other applicable legal requirements. Specifically, Buyer agrees not to export, re-export or disclose, directly or indirectly, items or technical data to any person or destination when such export, re-export or disclosure is in violation of such laws.

14. MISCELLANEOUS: This Agreement is the final, complete and exclusive statement of the agreement between Buyer and Seller with respect to the Products and Services described or referenced herein. Without limiting the foregoing, this Agreement does not replace or supersede any preexisting nondisclosure agreement between the parties. However, if the terms of any such nondisclosure agreement conflict with this Agreement, then the terms of this Agreement will control. If the terms on the Quote conflict with the above terms, the terms on the Quote will control. Without limiting the terms of this agreement, no terms, conditions, understandings, usages of the trade, courses of dealing or agreements purporting to modify, vary, explain or supplement this Agreement shall be binding unless and until made in writing and signed by Buyer and Seller. The failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights or of any other rights hereunder. Seller reserves the right to correct clerical errors in this Agreement. Buyer shall not delegate any duties, nor assign any rights or claims under this Agreement, without obtaining the prior written consent of a duly authorized representative or agent of Seller, and any such attempted delegation or assignment without such consent shall be void. If any of the provisions in this Agreement are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and the affected provisions will be enforced to the fullest extent possible in accordance with the mutual intent of the parties here.

