

# TERMS AND CONDITIONS OF THIS SALES TRANSACTION

(UNLESS SUPERCEDED BY SPECIFIC CONTRACTUAL AGREEMENT)

**1. SHIPMENTS:** All supplies and services are sold F.O.B. origin, and the point of origin shall be Seller's plant. Costs of normal boxing and packing for domestic shipment are included in quoted prices. Method of shipment is as shown on the face of this Quotation or Acknowledgement, and unless specified otherwise, Seller normally will use the most convenient, least expensive surface transportation. When special domestic or export packing is specified, a charge may be made to cover any extra expenses incurred. Seller assumes no responsibility for delay, breakage, damage or loss after its delivery to the carrier. Seller reserves the right to make partial shipments at its discretion. The delivery dates quoted are Seller's best estimates but may be delayed due to engineering, material acquisition or production delays. Seller shall incur no liability for any incidental or consequential damages caused by changes in delivery dates.

**2. CANCELLATION:** Orders accepted by Seller may be cancelled by Buyer only upon written consent of Seller. In the event of cancellation or other withdrawal of an order for any reason and without limiting any other remedy which Seller may have as a result of such cancellation or other withdrawal, cancellation or restocking charges, which shall include all expenses then incurred on commitments made by Seller, shall be paid by Buyer to Seller.

**3. TERMS:** Terms of payment are 1% 10 net thirty days. In the event that payment is not received within such thirty day period, any unpaid balance shall commence to bear interest at the rate of 18% per annum at 1 1/2% per month from the 31st day after invoice. Payment shall not constitute acceptance of the goods. Seller retains, and the Buyer hereby grants Seller, a security interest in the goods, including all accessions to and replacements of them until Buyer has made payment in full in accordance with the terms hereof and Buyer shall cooperate fully with Seller in executing such documents, including a Uniform Commercial Code financing statement and accomplishing such filings and/or recordings thereof as Seller may deem necessary for the protection of such security interest.

**4. SELLER'S RIGHT TO INCREASE PRICES:** Seller reserves the right to increase the selling price of any and all goods ordered by Buyer but not shipped from Seller's place of business prior to an increase in Seller's costs. The selling price quoted herein shall upon an increase in costs, be increased by a percentage equal to the percentage of increase in Seller's cost for the goods and Buyer agrees to pay any such increased price in accordance with the terms hereof.

**5. TAXES:** Seller's prices do not include sales, use, excise or similar taxes. Accordingly, Buyer shall pay any sales, use, excise or similar tax attributable to the sales of the goods covered hereby or in lieu thereof, provide Seller with tax exemption certificates acceptable to the taxing authorities.

**6. WARRANTIES AND REMEDIES:** Seller warrants that, at the time of delivery, the goods covered hereby are in accordance with their manufacturer's specifications, but makes no other warranty with respect to such products. Seller agrees, as Seller shall elect, to credit the account of Buyer or replace without charge to Buyer all goods which at the time of delivery are not in such original condition, but only if Buyer returns such goods within 30 days from date of delivery, in original package and in good condition, without their numbers or any part thereof altered, defaced, or removed to SELLER'S PLANT, ACCOMPANIED BY A SPECIFICATION IN WRITING OF THE DEFECTS INVOLVED. Buyer shall notify Seller in each instance when Buyer intends to return goods which buyer believes are not in accordance with such original condition and Seller shall be entitled to examine such goods at Buyer's facilities prior to their return. Final inspections and conclusive determination whether goods are in accordance with such original condition shall be made at Seller's plant, or may be based upon the manufacturer's actual test report. Seller's sole liability shall be to credit the account of Buyer or to replace goods which are not in accordance with such original condition in accordance with the terms hereof and in no event shall Seller be liable for incidental, consequential or other damages of any kind. The foregoing remedy as provided here shall be the sole and exclusive remedy of the Buyer. NO LIABILITY IS ASSUMED FOR ITEMS WHICH CUSTOMER MAY REWORK, MODIFY OR ALTER INCLUDING PLATING AND FINISHING. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW) INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR PARTICULAR PURPOSE WHICH EXTEND BEYOND THOSE EXPRESSLY PROVIDED FOR ON THE FACE HEREOF. SELLER SHALL NOT BE LIABLE FOR ANY DAMAGES DUE TO DELAY IN DELIVERIES SERVICE, USE OF EQUIPMENT OR OTHER PERFORMANCE AS SPECIFIED IN THIS AGREEMENT AND SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL OR OTHER DAMAGES.

**7. MINIMUM ORDER VALUE:** The acceptable minimum order value of any order is \$25.00. Buyer's accumulation of a number of items into one purchase is authorized to meet this minimum.

**8. FORCE MAJUERE:** Seller shall not be liable to Buyer or in breach of contract for any failure or delay in performance due to fire, flood, labor strike, work stoppage, commercial impracticality, war, act of God, or any other cause.

**9. DISPUTES:** All disputes under, and with respect to any contract concerning the goods not otherwise resolved between Seller and Buyer shall be resolved in a court of competent jurisdiction for the location of Seller's place of business filling the order, and in no other place; provided, however, that in Seller's sole discretion such action may be heard in some other place designated by Seller (if necessary to acquire jurisdiction over third persons), so that the dispute can be resolved in one action. Buyer agrees to appear in any matter connected with the goods furnished or services rendered by Seller. No action may be brought by buyer more than six (6) MONTHS AFTER THE CAUSE OF ACTION HAS ACCRUED.

**10. INTEGRATION AND ASSIGNMENT:** This instrument contains the entire and only agreement between the parties with respect to the goods, and any representation, promise or warranty herein not specifically incorporated herein in writing shall not be binding on either party. Any modification of the terms herein shall be effective only when embodied in a written agreement signed by the party to be charged. Any assignment of this Agreement or any rights hereunder by Buyer shall be void without Seller's consent.

**11. BUYER'S TERMS AND CONDITIONS:** Seller desires to provide its customers with prompt and efficient service. However, to negotiate individually, the terms and conditions of each contract would substantially impair Seller's ability to provide such service. Accordingly, goods furnished and services rendered by Seller are sold only on the terms and conditions stated herein. Notwithstanding any terms or conditions of Buyer's order, Seller's performance of any contract is expressly made conditional on Buyer's agreement to Seller's Terms and Conditions of Sale unless otherwise specifically agreed to in writing by Seller in the absence of such agreement commencement of performance and/or delivery shall be for Buyer's convenience only and shall not be deemed or construed to be acceptance of Buyer's terms and conditions, or any of them. If a contract is not earlier formed by mutual agreement in writing, acceptance of any goods or services shall be deemed acceptance of the terms and conditions stated herein.

**12. SHORTAGES/QUALITY:** Any claims must be reported to Seller within 10 days after receipt. 10% deviation from item quantity shall constitute a completed item.

**13. RETURNS:** No returns after 30 days. No returned merchandise will be accepted without prior permission of Seller. RMA number and copy of original packing ticket must accompany return.

**14. GOVERNING LAW:** This Agreement and performance by the parties hereunder shall be governed by and construed in accordance with the laws of the State of California.

**15. MATERIAL ORIGIN:** This shipment may contain American or foreign made material. Foreign material may be from the following countries: Brazil, Canada, China, Germany, Hong Kong, Italy, Japan, Korea, Mexico, Philippines, Sweden, Switzerland, or Taiwan.

**16. COMPLIANCE:** We hereby certify that the goods covered by this invoice were produced in compliance with all the applicable requirements of the Fair Labor Standards Act, as Amended, including Sections 6, 7, and 12 thereof, and the regulations and orders of the U.S. Department of Labor issued under Section 14 thereof.

## MATERIAL CERTIFICATIONS AND LOT TRACEABILITY

If checked, the following documents are included with your shipment.

- Mill Test Reports (Chemical & Physicals)
- Manufacturer Certifications
- Independent Lab Test Reports

In lieu of superceding applicable government specifications, products furnished are in compliance with one of the following I.F.I. (Industrial Fasteners Institute) Din, ISO, JIS or applicable manufacturer's specifications.

## CERTIFICATE OF CONFORMANCE

**PRODUCTS IN THIS SHIPMENT WERE MANUFACTURED, INSPECTED, AND TESTED IN ACCORDANCE WITH ALL APPLICABLE DRAWINGS AND SPECIFICATIONS. IF ORDERED TO MILITARY SPECIFICATIONS, COPIES OF MANUFACTURER'S CERTIFICATIONS AND OR TEST REPORTS ARE ON FILE AT FASTENER SERVICE CORPORATION OR SOURCE OF PURCHASE AND ARE AVAILABLE UPON REQUEST SUBJECT TO A FEE, UNLESS THEY WERE REQUESTED OR PURCHASED AT TIME OF ORDER.**