

## Standard Terms & Conditions

1. **ACCEPTANCE:** Acceptance of an order, whether oral or written, is based on the express condition that Buyer agrees to all the terms and conditions herein. The order becomes the exclusive agreement between the parties for the supplies and/or services and supersedes all prior conversations, agreements and representations. Terms inconsistent with, or in addition to, those stated herein, which may appear on Buyer's purchase order will not be binding unless accepted in writing by A&D Precision Ltd. All orders and shipments are subject to the approval of A&D Precision Ltd.'s credit department. Clerical errors are subject to correction.
2. **DELIVERY AND TITLE:** All shipments by Seller are F.O.B. our plant and all transportation charges shall be paid by Buyer in addition to the price of the Products. Selection of the carrier and delivery route shall be made by Seller unless specified by Buyer on their purchase order. Delivery of the Products to the carrier shall constitute delivery to Buyer and title and risk of loss shall thereupon pass to Buyer. Buyer shall make any claims for losses directly with carrier. Buyer acknowledges that delivery dates provided by Seller are estimates only and that Seller is not liable for any consequential, special, or contingent damages arising from delay in delivery due to act of regulations of any government, to manufacturing or unforeseen contingencies, or unavoidable occurrences of any sort at our plant or elsewhere.
3. **PRICING:** Prices are valid for period specified in the quotation of thirty (30) days if not specified. Notwithstanding, pricing is based on costs and conditions existing on the date of quotation and is subject to change by the Seller before final acceptance. Prices are exclusive of taxes, impositions and other charges, including: sales, use, excise, value added and similar taxes or charges imposed by any government authority, shipping charges, forwarding agents and broker's fees, consular fees, document fees and import duties. If seller shall be liable for or shall pay any of the foregoing, same shall be paid by Buyer to Seller in addition to the price of the products.
4. **TERMS OF PAYMENT:** Terms of payment are as specified on the quotation of net 30 days if no terms are specified. Sizeable and/or long delivery orders may be subject to monthly progress payments. Seller reserves the right to decline shipment whenever buyer is overdue or there is doubt as to buyer's financial responsibility. Invoices that are delinquent beyond the period covered in our quotation will carry an interest of 1.5% per month on the entire unpaid balance.
5. **ENGINEERING CHANGES & CANCELLATIONS:** We reserve the right to require payment for charges in the event of cancellation and engineering changes. Engineering and design changes suggested by us are made in the best interest of all concerned, but the responsibility for their success lies entirely with the customer approving them.
6. **TOOLING & FIXTURES:** Customer acknowledges that charges for specific tooling and fixtures represent only a portion of their cost and does not convey the right to remove them from our plant. Tooling and fixtures will be stored for a minimum period of six (6) months after final part shipment. Tooling can be maintained longer upon customer request.
7. **LIABILITY & INDEMNITY:** Customer shall assume all responsibility for product liability, including but not limited to any and all injuries or damages caused by an alleged defect in the product. A&D Precision Ltd. will make best efforts to meet design specifications as set forth by customer, but customer is not relying on any advice given by A&D Precision Ltd. concerning the engineering, manufacturing, safety or testing of the product. Customer shall not hold A&D Precision Ltd. at fault for any and/or all losses, damages and expenses (including punitive damages, multiple damages, attorney fees and other cost of defending any action) that A&D Precision Ltd. may incur as a result of any claim made against A&D Precision Ltd..
8. **WARRANTY:** Seller warrants that good manufactured will conform to the drawings and specifications furnished by Buyer. The liability of A&D Precision Ltd. under this express warranty is limited to the repair or replacement of the defective product. A&D Precision Ltd. is not responsible for the replacement of customer supplied free issue material as a result of non-conformance during operations performed at A&D Precision Ltd. Any claims must be submitted in writing to A&D Precision Ltd. within 30 days of shipment.
9. **PATENTS:** It is not the intention of Seller to manufacture any product which is an infringement of a patent. Buyer assumes full responsibility and holds seller free and harmless from all losses or claims for infringement if any patent rights arising from production of parts in accordance with the drawings, samples, or design furnished by the buyer.
10. **PUBLICITY:** Unless otherwise agreed, we reserve the right to use product images for display or advertising purposes.