



## Terms and Conditions

We appreciate this opportunity to quote. The following are terms and conditions that are hereby incorporated within this quote.

### **PURCHASE ORDERS**

The offer represented by the quotation may be accepted only by the submission of a written purchase order, which refers to the quotation by number. Such orders shall specify the part number, quantity of each product ordered, the requested shipping destinations and invoice point. *Buyer's submission of a purchase order referring to the quotation number or Buyer's name and/or identification number referenced in quote shall be deemed acceptance of these terms and conditions without qualification notwithstanding the presence of any additional or different terms on such orders.* All purchase orders require a minimum order amount of \$500.00.

### **PRICES**

Due to valuation fluctuations in the market, prices set forth in the attached quote are only valid for the corresponding Purchase Order and apply only to products scheduled for shipment as detailed in the Purchase Order. Each subsequent Buyer request will be re-quoted accordingly.

Quoted pricing for new product builds utilize standard predictive metrics and precede the First Article Qualification Report. This predictive process provides a best estimate based on initial analysis of Buyer's requirements. Coiltron, Inc. reserves the right to issue an updated quotation if the First Article Qualification Report provides additional data necessitating price adjustment. Adjusted pricing applies, after the First Article shipment, to all successive shipments.

### **SPECIFICATIONS**

In accordance with Coiltron's ISO 9001-2015 Certification, New Product Introduction (NPI) reflects clearly-defined customer requirements translated into product design through 4 distinct phases: (1) feasibility, (2) definition development, (3) design verification, (4) validation.

Submission of a written purchase order following the receipt of product accompanied by a First Article Qualification Report constitutes approval of said product. If, after thirty (30) days, the First Article paper work has not been signed and returned to Coiltron, it will be deemed automatic approval and parts will be produced per the Purchase Order terms.

Products delivered from drawings, samples and prototypes will follow form, fit and function to specification (unless otherwise agreed upon with Buyer). Coiltron takes pride in providing quality workmanship and delivering precision quality parts. Any product built out of defined specification is deemed defective. Please see warranty section of Coiltron's terms and conditions.

### **SCHEDULING OF SHIPMENTS**

Coiltron, Inc. will schedule shipments based on Buyer's request and Coiltron's shipping capability at the time the Buyer's order is accepted. Upon such acceptance, Coiltron, Inc. will issue the Buyer an acknowledgement indicating the estimated shipping dates.

### **RESCHEDULING OF SHIPMENTS**

No reschedule of shipments will be acknowledged if they are requested within four (4) weeks of original delivery request. Excessive reschedule requests; two (2) or more on the same line item or purchase order are subject to a fee. In any event, all products rescheduled must be shipped within six (6) months of original purchase order request.

### **CANCELLATION**

Non-cancelable/Non-returnable. (NCNR)



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### SHIPPING AND DELIVERY

Coiltron, Inc. will use its best effort to ship on or before the estimated shipped dates specified in Coiltron's acknowledgement. Coiltron, Inc. shall not be liable for delay in delivery due to (1) fires, floods, strikes or other labor disputes, accidents to machinery, acts of sabotage, riots, precedence or priorities granted at the request of, or for government or any subdivision or agency thereof, delays in transportation or lack of transportation facilities, restrictions imposed by Federal or State legislation or rules or regulations there under; or (2) any cause beyond the control of Coiltron, Inc. In no event shall Coiltron, Inc. be liable for consequential loss or damage on account of delays. Unless otherwise indicated, delivery shall be FOB Coiltron's shipping dock in Tigard, Oregon. Upon instructions from the Buyer, Coiltron, Inc. will select carrier but Coiltron, Inc. shall not thereby assume any liability in connection with the shipment. The price quoted does not include freight and insurance. Products will be shipped prepaid and Buyer will pay the appropriate freight and insurance charges which will be shown as separate items on the invoice. *Shipments shall be considered complete if within plus or minus five percent (5%) of the ordered quantity.*

### TITLE

Title and risk of loss for products purchased hereunder shall pass to the Buyer upon possession by the carrier. Coiltron, Inc. reserves a security interest in each product shipped until the entire amount due therefore has been paid. In the event of Buyer's default in payment or any other breach of the agreement, Coiltron, Inc. or its legal representative may enter Buyer's premises and may dismantle, repossess and remove any products sold under the agreement, including products that might have become fixtures. Buyer will not hold Coiltron, Inc. liable for any action taken pursuant to this paragraph. The rights of Coiltron, Inc. provided by this paragraph will be in addition to any other rights under applicable law, all of which will be cumulative.

### TAXES

The prices quoted are exclusive of all state and local sales, use, excise, privilege and similar taxes. Such taxes imposed on Coiltron, Inc. or which Coiltron, Inc. has a duty to collect in connection with the sale, delivery or use of products purchased hereunder shall be paid by the Buyer. *Those exempt from such taxes shall furnish to Coiltron, Inc. a certificate of exemption from the applicable taxing authority.*

### PAYMENT

Coiltron, Inc. will submit an invoice to the Buyer for each shipment at the time of shipment. *Terms are Net 30 Days.* If, in the judgment of Coiltron, Inc., the Buyer's financial condition or record of payment does not justify shipment on the above terms, Coiltron, Inc. may require payment in advance or payment upon delivery. Interest at the rate of 1-1/2% per month, or the maximum allowable by law will be charged on all accounts past due. Customer will be liable for any attorney fees accrued by Coiltron due to collection efforts. Coiltron, Inc. accepts Credit Card payments with an additional 5% credit card processing fee. Credit Card payments are processed the day of shipment.

### TOOLING

Any tooling designs or materials created by Coiltron, Inc. and paid for by the Buyer as a separate item shall be considered the property of Coiltron, Inc. The Buyer will be billed on a semi-annual basis for any maintenance charge incurred to maintain either Buyer provided tooling or Coiltron, Inc. provided tooling paid for by the Buyer as a separate item. Any tooling materials, including computer programs or data, provided by the Buyer shall be considered property of the Buyer and shall be used by Coiltron, Inc. at the Buyer's risk. *Property of the Buyer will not be disclosed to any third party, but Coiltron, Inc. will not assume liability in the event it is obtained.*



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### **WARRANTY**

*All products sold hereunder are warranted to be free from defects in material and workmanship, and this warranty is in lieu of and excludes all other warranties whether expressed or implied by operations of law or otherwise including any warranty of merchantability or fitness for a particular purpose. Defective material may be returned to Coiltron, Inc. after receiving a Material Return Authorization number and upon receipt of definite shipping instructions from Coiltron, Inc. After inspection by Coiltron, Inc. and at Coiltron, Inc.'s option, products so returned will be replaced or repaired without charge or accept the product in exchange for a credit in the amount of its full purchase price. Coiltron, Inc. shall not be liable for loss, damage or expense directly or indirectly arising from the use or misuse of the product or material or from any other cause. Nor shall Coiltron, Inc. be liable for damages of any kind, with respect to the use or resale of any product sold hereunder, in an amount greater than the price paid by the Buyer for such product. Every claim on account of defective material or workmanship or from any other cause shall be deemed waived by the Buyer unless made in writing within sixty (60) days of the receipt of the product to which such claim relates.*

### **ASSIGNMENT**

Neither the offer represented by the quotation nor any purchase order submitted there under may be assigned or transferred in whole or in part without the prior written consent of Coiltron, Inc. No attempt to assign or transfer in violation of the provision shall be valid or binding upon Coiltron, Inc.

### **GOVERNING LAW**

The offer represented by the quotation and right of the parties there under, shall be governed by and construed in accordance with the laws of the State of Oregon in force at the time of agreement. Failure of Coiltron, Inc. to enforce any of its rights within this document shall not constitute a waiver of such rights or any other rights within this document.

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