

ACCURATE COMPONENTS CORPORATION

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ISO9001:2008 REGISTERED

www.accuratecomponentscorp.com

Terms & Conditions

1- Acceptance - a) The provisions of this document shall be deemed to control, and take precedence over any condition specified by customer in conflict unless accepted in writing by *Accurate Components Corp.* b) Any terms, conditions or quality requirements not addressed in this document are subject to our review and acceptance. c) Therefore, it shall be considered that, all provisions of this document are acceptable to customer.

2- Packaging - a) *Accurate Components Corp.*'s unit prices include, at "No Additional Charge", best standard commercial packaging practices. b) All packaging materials and procedures are selected by us.

3- Delivery - *Accurate Components Corp.* delivers all products by Customer's request Carrier. The scheduled shipping or delivery date shown on the face of our acknowledgement is our best estimate of the time the order will be shipped and we assume no liability for loss, general damages or special or consequential damages due to delay.

4- Payment Terms - a) The payment terms are specified by *Accurate Components Corp.* in writing on the request for quotation (Net 30 Days) and placement of a purchase order will be deemed confirmation by the customer. An invoice is generated after shipment of the product or completion of our services. b) Any overdue payment may be subject to legal action. c) All attorneys' fees, expenses, court costs and other costs incurred by *Accurate Components Corp.* for such legal assistance to obtain payment will be borne by the customer. If the customer fails to make payments on this or any other purchaser order placed with us, we may defer further shipments until such payments are made or may, at our option, cancel any unshipped balance. d) The payment method for any customer from a foreign country to *Accurate Components Corp.* will be described on the respective invoice.

5- Warranty - a) *This* warranty shall only apply if we receive written notice of the claimed defect within 30 days after shipment thereof and we determine, in our sole discretion, that the product is defective. THE WARRANTY CONTAINED HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES OR PROMISES ARISING BY LAW OR OTHERWISE (INCLUDING

WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE), AND WHETHER OR NOT ARISING IN CONTRACT OR TORT. BY AGREEING TO PURCHASE PRODUCTS FROM US, YOU WAIVE ANY AND ALL OTHER WARRANTIES, GUARANTIES, PROMISES OR REPRESENTATIONS. OUR WARRANTY MAY NOT BE MODIFIED IN ANY WAY EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY ONE OF OUR OFFICERS. b) Any piece in question must be returned to us, transportation prepaid, for our evaluation and determination of responsibility. c) Any piece, which we determine to be our responsibility, will be repaired or replaced at "No Charge". d) *Accurate Components Corp.* must make all repairs, modifications or alterations. Any repairs, modifications or alterations made by the customer voids this warranty unless authorized in writing by *Accurate Components Corp.* e) A Return Order Request Authorization number must be obtained from *Accurate Components Corp.*'s Sales Department prior to returning the products to our facility to prevent shipment refusal at our Shipping & Receiving department. f) Our customer assumes the risk and expense of the returned pieces until delivered to us and the pieces will be subject to our receiving inspection. g) This is our warranty policy in full. We are not liable for any additional charges called out in the customer's associated paragraphs. This Warranty does not cover liability for loss or damage. We have no liability for liquidated damages or for collateral, consequential or special damages, including but not limited to loss of profits or loss of use, whether resulting from delays in delivery or performance. Our aggregate total liability shall in no event exceed the contract price of the individual product or services supplied to you. You agree to indemnify and hold us harmless from all claims by third parties which extend beyond these limitations on our liability.

6- Stop Work - *Accurate Components Corp.* will not charge our customer for a "Stop Work" for a period "Not-to-Exceed" four (4) days from Purchase Order date unless we incur additional costs as a result of the "Stop Work". We will advise any applicable charges at the time of occurrence.

7- Cancellation - This sale is not subject to cancellation, change reduction in amount or suspension or deferment of deliveries, except with our consent and upon terms which indemnify us against loss, which will include lost profit. Change orders, including cancellation, division or rescheduling, must be in writing and may be subject to a service charge. We require at least 10 working days from receipt of any change order to implement the requested change. We are not liable for any additional charges called out in customer's associated paragraphs.

8- Insurance - We do not amend our insurance policies to specifically name our customers.

9- Import/Export - *Accurate Components Corp.* does not direct import or export at this time and all correspondence, customs clearances, documentation, licenses and associated costs are handled by the customer. The customer will be required to specify the following; (i) The name of the U.S. freight forwarder, (ii) The carrier to pick-up the products from our facility, (iii) The customer's account number for this carrier to handle the associated shipping charges to the U.S. freight forwarder. Items (i) through (iii) must be specified on the purchase order.

10- Waivers - No waiver of any breach of any term, condition or obligation thereof shall be deemed a waiver of similar terms in the future, nor shall the waiver of any breach be deemed a waiver of any subsequent breach of the same or other nature.

11- Governing Law - This sales order is made and entered into and shall be governed by the laws of the State of New York in United States of America and any International Law that may apply.

12- U.S. Government Contracts - If the products to be furnished under this sales order are to be used in the performance of a U.S. Government contract or subcontract and a U.S. Government contract number appeared on your order, those clauses of the applicable U.S. Government procurement regulations that are required by federal statute to be included in U.S. Government subcontracts of this size and nature, taking into account any applicable exception, such as the commercial item exception, shall be incorporated herein by reference.

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