

TERMS OF SALE

1. Prices and Delivery

Delivery is estimated and subject to change or cancellation and price cannot be guaranteed. Our prices are valid for 30 days after quote, unless otherwise agreed upon in writing between Seller and Buyer. The buyer will be invoiced for the actual amount of goods shipped.

2. Taxes

Prices unless otherwise agreed in writing, are exclusive of any present or future Federal, State, Municipal or other sales or use taxes with respect to the goods sold, excise taxes or any character upon or measured by the receipts from the sales or by the value of the goods sold, and taxes in respect to the transportation of the goods. If Seller is required by applicable law or regulation to pay or collect any such tax or taxes in respect of any transaction, then the amount thereof shall be added to and become a part of the price payable by Buyer.

3. Disclaimer of Express and Implied Warranties and Limitation of Liability

The Seller warrants that the goods supplied conforms to specifications and is free from defects. No other warranty is made and, in the event the goods fail to conform to specifications or proves to be defective, Seller will not be liable for any loss, damage, expense or replacement of the goods or its use, but will be liable only for the repair or replacement of the goods or, at Seller's option, reimbursement to Buyer of the purchase price against return of the goods. Any claim that goods fail to conform with specification or are defective shall be deemed waived by the Buyer unless made in writing within 90 days from the date of shipment of the goods. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE OR ANY OTHER IMPLIED WARRANTY OF THE GOODS

4. Non Delivery

Seller will not be liable for non-delivery of goods for any reason or for any damages suffered by Buyer by reason of such non-delivery.

5. General

Goods furnished by Seller are to be within the limits and of the specifications published by Buyer and subject to standard commercial tolerance for variations unless otherwise provided hereon.

Once production or tooling has commenced, Buyer cannot alter or cancel any order without Seller's consent. For any order altered or cancelled with Seller's consent, Buyer must pay for all expenses incurred and work completed up to the time Seller has consented to such alteration and cancellation.

If any goods shall be manufactured and sold by Seller to meet Buyer's particular specification or requirements, Buyer agrees to defend, protect and save harmless Seller against all suits at law or in equity and from all damage, claims, and demands for actual or alleged infringement of any United States or foreign patent and to defend any suit or actions which may be brought against Seller for any alleged infringement because of the manufacture and sale of such goods.

6. Waivers

No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision or of any breach thereof.

"These items are controlled by the U.S. Government and authorized for export only to the company of ultimate destination for use by the ultimate consignee or end user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-users(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. Government or as otherwise authorized by U.S. law and regulations."

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TERMS OF SALE CAN ALSO BE FOUND ON OUR WEBSITE
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