



Hi-Tech Manufacturing LLC Sales Terms and Conditions

Acceptance of Terms. Seller's acceptance of any order is subject to customer's assent to all of the terms and conditions set forth in these "Terms and Conditions of Sale". Customer's assent to these terms and conditions shall be presumed from customer's receipt of HI-Tech "Terms and Conditions of Sale" or from customer's acceptance of all or any part of the goods or services ordered unless otherwise provided in the scope of work. No addition or modification of terms and conditions shall be binding upon Seller unless agreed to by Hi-Tech Manufacturing in writing. If a purchase order or other correspondence contains terms or conditions contrary to the terms and conditions contained in this "Terms and Conditions of Sale", Seller's acceptance of any order shall not be construed as assent to any additional terms and conditions, nor will that constitute a waiver by Hi-Tech Manufacturing of any of the terms and conditions contained in this "Terms and Conditions of Sale".

Payment Terms. For customers with approved credit, **standard open account terms are net thirty (30) days from date of shipment.** Seller shall have the right of set-off, offset and deduction for any sums owed. If customer fails to make payment within thirty (30) days after shipment, Seller may defer shipments and or service until such payment is made, or may at its option cancel all or any part of unshipped order and/or other unshipped orders. A service charge of 1.5% per month (18% per annum) or the maximum permitted by law, whichever is less, shall be added to past due balances. If at any time the financial condition of the Purchaser does not justify the terms of payment specified, Seller may demand full or partial payment and other assurances in advance before proceeding with the work, or at its option without prejudice to other remedies, Seller may defer delivery or cancel this contract. If delivery is deferred, the Products may be stored and Seller may submit a new estimate and cost for completion based upon prevailing conditions.

Credit Balance. Customer agrees that any credit balance issued will be applied to purchases from Seller Management within one (1) year of its issuance. If not applied within one (1) year, any balance remaining will be subject to cancellation and Seller Management shall have no further liability.

Shipping Charges. All products shall be shipped F.O.B. shipping dock. Freight is prepaid and added to merchandise shipped, unless otherwise stated, to customer's place of business anywhere in the contiguous United States, using routing of choice. Customer must pay any extra charges incurred for additional services, such as customer's carrier or special handling at the destination. If any item is backordered, on an order qualifying for freight prepayment, that item will be shipped prepaid. If product was damaged in transit, customer must file claim with carrier.

Limitation of Liability. Any liability for consequential, indirect or incidental damages arising from breach of warranty or any other reason is expressly disclaimed. Seller's liability in all events is limited to, and shall not exceed, the purchase price paid.

Force Majeure. Seller Management shall not be liable for any delay in or impairment of performance resulting in whole or in part from Acts of God, labor disruptions, shortages, inability to produce product, supplies or raw materials, severe weather conditions, or any other circumstances or cause beyond the control of Seller in the conduct of its business.

QUOTATIONS. Stenographic and clerical errors are subject to correction. Orders/contracts are subject to acceptance at seller's home office. Budgetary quotations should be identified as such and are not subject to normal quote lead time for completion. All quotes are valid for 30 days and may be adjusted due to material variances. Quotes will not contain surcharge costs, but buyer agrees to accept surcharges when specified on the quote.

QUANTITIES Unless explicitly stated in the purchase order or required by prior agreement/contract to the contrary, buyer agrees to accept over/under runs not to exceed 10% of ordered quantity on each line item.

CANCELLATIONS Orders may be cancelled upon condition that the buyer assumes immediate liability and makes payment for all work completed and in process. Such charges shall include raw material, unamortized tooling, and engineering, handling, overhead, and production costs. Such charges will be determined at time of cancellation. Any release delayed more than 90 days from the original release date is subject to a 1% monthly carrying charge.

SAMPLES If requested, seller will submit samples for approval when commencing production upon any order. It is understood that machines may commence running production concurrently with review of samples. Any changes in original specifications must be timely and will be made only at buyer's direction and expense. Buyer shall notify seller immediately and follow with written confirmation.

CLAIMS In all claims for shortages, buyer must notify seller within 15 days of receipt of shipment. Charges for repair or inspection of parts by buyer, without prior authorization, cannot be honored. Claims will not be honored on those parts further processed by buyer resulting in change of dimensions or characteristics from parts ordered.

TOOLS & DIES Tools, dies, gages, and fixtures are an integral part of the manufacturing process and may be included in engineering charges. As a proprietary item, payment by the buyer, whether separately quoted or not, conveys neither ownership nor the right of removal from the seller's plant. Specific arrangements can be made if the buyer specifies these requirements up front and submits a separate purchase order for them.

WARRANTY Seller warrants that goods manufactured by him will conform to the drawings and specifications furnished by buyer. To ensure that product ordered meets all buyer requirements, Seller will conform to all specifications and applicable revisions identified with the order documentation and/or previously supplied by the buyer. In the absence of revision requirements of specifications, Seller will utilize the latest revision available at the time of processing of the order. Where products are used and combined with other equipment or components not furnished by seller, buyer agrees to indemnify seller for all claims and expenses resulting from the use or incorporation into buyer's products. Indemnity shall include attorney's fees and other costs in defending such claim. No express or implied warranty of merchantability or fitness for use is made except as provided herein

Returns Components purchased from Hi-Tech Manufacturing and found to be non-conforming to the buyer's print, returned within 60 days from the date of purchase are eligible for a credit provided that they are in their original condition along with the original packaging. Please contact Hi-Tech Manufacturing before returning any merchandise. You will be given a Return Material Authorization number (RMA#). This number must appear in large, bold letters on the outside of the box. Shipments received without the RMA# on the outside of the box will be refused. A copy of the invoice must be included with your return.

Please mail your package in a prepaid, insured and traceable method to the address below:

Hi Tech Manufacturing

4637 N 25th Ave

Schiller Park, IL 60176