

Terms & Conditions

1. These terms and conditions (the "Terms") govern all sales of goods to Purchaser from Saline Electronics, Inc. (the selling entity herein after referred to as "Seller"). No terms and conditions other than these Terms and those included on Seller's quotation or order acknowledgement shall be binding on Seller unless expressly approved in writing by an authorized officer of Saline Electronics, Inc. having corporate offices located at 710 N. Maple Rd. Saline, MI 48176.
2. Seller warrants the direct purchaser for 12 months from delivery that the good will comply with design specifications, drawings and descriptions as specified by the Purchaser and accepted by Seller and will be free of non-conformance in workmanship. There are no other warranties expressed or implied, other than those in the document. ALL IMPLIED WARRANTIES ARE HEREBY DISCLAIMED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Seller will not be liable for incidental, indirect, punitive, special or consequential damages (including without limitation, loss of profits or business interruption) caused by the furnishing of any good or service or the subsequent use or performance thereof provided hereunder. Seller's maximum liability shall not in any case exceed the contract price of the good or service in dispute. Seller will repair or replace; at its option, any good which is returned to it as defective and in which Seller has verified the alleged non-conformance.
3. Saline Electronics, Inc. is a United States company. These Terms shall be governed and construed by the laws of the State of Michigan, USA, and the United Nations Convention on the Sale of Goods shall not apply. The inclusion of any terms or terms in Seller's quotation or purchase order acknowledgment shall in no manner whatsoever limit or restrict any right or rights provided to a Seller pursuant to these Terms or governing law. Typographic and stenographic errors are subject to correction.
4. These Terms, Seller's quotations and its purchase order acknowledgment together with material explicitly incorporated therein by reference sets forth the entire and only agreement between the parties regarding the subject matter hereof and supersedes any and all prior or contemporaneous agreements, understandings or proposals whether written or oral, between parties. In the event of conflict between any of the terms and conditions, those on the face of Seller's purchase order acknowledgment control, followed by those on the reverse side, followed by those on the quotations and followed by those on any attachments.
5. No waiver of a breach of any provisions of Seller's quotation shall constitute a waiver of any other breach or waiver of such provisions. Furthermore, if any term or provision is adjudged to be invalid or illegal or is struck down by a court of law, the remaining terms and provisions shall continue in force. Any cause for action arising from Seller's quotation or purchase order acknowledgment or breach of either, must be commenced within one year after the cause of action occurs.
6. Fulfillment of Purchaser's order is contingent upon the availability of materials. Seller shall not be liable for any delay or non-delivery caused by the occurrence of any contingency beyond the control of either the Seller or suppliers to the Seller. If any contingency occurs, Seller may allocate production and deliveries among Seller's customers. If there is a delay in completion of shipment of Purchaser's order due in any part of degree to any changes requested by the Purchaser or delay on Purchaser's part in furnishing information or required material, the price agreed upon at the time of acceptance of the order is subject to change and the Seller will incur no liability as a result.
7. The material that is specified to be furnished by the Purchaser or Purchaser's designated suppliers must meet agreed upon specifications, arrival schedulers, quality, and be insured by the Purchaser. Seller shall not be held liable due to delays caused by materials that fail to meet the above provisions. If tooling and/or special equipment is required for the manufacture or supply of the goods covered by Seller's purchase order acknowledgment, Purchaser will supply same or shall reimburse the Seller for his costs in providing such. Purchaser shall be responsible for insuring against any loss or harm.
8. Purchaser agrees to hold the Seller harmless and defend and indemnify Seller against any suits, proceedings or causes of action brought against Seller for (a) patent and/or copyright infringement liability and (b) product liability when goods are made or services performed to Purchaser's designs, plans and specifications.
9. In accordance with Executive Order No. 11246, as amended, and the ASPR, the Seller agrees not to discriminate against any employee or applicant for employment because of race, color, national origin, sex, age, handicap, disabled veteran, Vietnam-era veteran, or religion. The Seller will take affirmative action to ensure that the Equal Employment Opportunity is implemented in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training

including apprenticeships. All other applicable provisions of the Rules and Regulations of the Office of Federal Contract Compliance, US Department of Labor are hereby incorporated by reference.

10. Any knowledge or information which the Purchaser shall have disclosed or may hereafter disclose to the Seller, and which in any way relates to the goods or services covered by the Seller's quotation or purchase order acknowledgement, shall not, unless otherwise specifically agreed to in writing by the Seller, be deemed to be confidential or proprietary information, and shall be acquired by the Seller, free from restriction, as part of the consideration for the order.
11. Purchaser agrees to accept either overage or shortage of material for purchaser. Purchaser shall pay for overage or shortage of material.
12. Should Purchaser change or cancel any quantities in the Purchaser's material schedule or alter any product delivery dates, the Purchaser shall pay to Seller reasonable cancellation charges and/or carrying charges of 1.5% per month for raw materials including those scheduled to be shipped, work in progress and finished goods.
13. In the event the material-to-be furnished hereunder is claimed to be non-conforming, the Seller shall have opportunity for inspections or upon request, shall be furnished with a sample of such material. All materials shall be furnished subject to the Seller's standard manufacturing and commercial variations and practice. Any claim must be made within 10 days after receipt of the materials shipped hereunder. Purchaser shall set aside, protect and hold such goods without further processing until Seller has an opportunity to inspect and advise of the disposition, if any, to be made of such goods. In no event shall any goods be returned, reworked or scrapped by the Purchaser without the express written authorization of the Seller.
14. The prices will be adjusted to the Seller's price in effect at the time of shipment. If there is a delay in completion of shipment of this order due to any change requested by the Purchaser or as a result of any delay on Purchaser's part in furnishing information or required material, the price agreed upon at the time of acceptance of the order is subject to change.
15. If, in the Seller's judgment, the financial condition of the Purchaser at the time the merchandise is ready for shipment does not justify the terms specified, the Seller reserves the right to change these terms or to require full or partial payment in advance. Seller may, at any time, suspend performance of any order or require payment in cash, security or other adequate assurance satisfactory to Seller, when in Seller's opinion; the financial condition of Purchaser or other grounds of insecurity warrant such action. All sales are subject to the approval of Seller's credit department. Purchaser's late payment of invoices may be assessed a monthly charge equal to the lesser of 1.5% of the balance due or the maximum rate of interest allowed by applicable law.
16. Seller will deliver the goods to Purchaser "Ex Works Seller's factory" (Incoterms 2000), FOB Saline, MI. Delivery shall occur and risk of loss shall pass to Purchaser the date of shipment when the goods are placed on Seller's factory dock and ready for pick up by the carrier. Transportation shall be at the Purchaser's sole risk and expense; any claim for loss or damage in transit shall be against carrier only.
17. Seller's promised delivery date is the best estimate possible based upon current and anticipated engineering and manufacturing capabilities of when the goods will be engineered and/or shipped. Seller assumes no liability for loss, damage or consequential damages due to delays.
18. If there are any material price increases due to market volatility, allocation, or other circumstances beyond the reasonable control of Seller, Seller reserves the right to pass any such increase along to the Purchaser. If there are any significant lead time changes due to market volatility, allocation or other circumstances beyond the reasonable control of Seller, Seller reserves the right to adjust the delivery schedule if deemed necessary.
19. The piece price is subject to review by the Purchaser and Seller on a regular basis and could be justified depending on such variables as the Purchaser's Engineering Change Orders, changing component market conditions, requirements or procedures added by the buyer, effects of cost reduction, etc.
20. If any component or materials purchased for the Purchaser become "excess" as a result of a canceled or reduced purchase order quantities or result from Purchaser Engineering Change Order, the Purchaser shall promptly pay Seller for such "excess" components or materials, including cancellation charges, that Seller is unable to dispose of or use.