



## TERMS AND CONDITIONS OF SALE

All orders for PRODUCTS OR SERVICES of Cicoil, LLC, its Divisions and Subsidiaries ("Cicoil") shall be subject to these Terms and Conditions of Sale. No modified or other conditions for these products or services will be recognized by Cicoil unless specifically agreed to in writing by an Executive Officer of Cicoil. Failure of Cicoil to object to provisions contained in any order or other communication from a purchaser shall not be construed as a waiver of these conditions nor an acceptance of any such provision.

### PRICES

Prices are subject to CHANGE WITHOUT NOTICE. All quotations expire thirty (30) calendar days from the date issued and can be terminated by notice within that period. Prices shown in Cicoil publications are not a definite quotation or offer to sell. These publications are maintained as a source of general information and prices shown therein are subject to specific confirmation. If normal processing of an order is held up by instructions of the purchaser, the order will be subject to the same price as new orders entered on the date instructions are received to proceed with the order.

### ORDERS

All orders must be bona fide commitments showing definite prices and mutually agreed to delivery dates, together with stipulated quantities and complete descriptions of each item ordered.

For all **wire and cable-only orders** (not assemblies), we reserve the right to ship +/- 10% of the quantity ordered. We will ship wire and cable in lengths as long as possible. Specific, customer-requested lengths need to be quoted and accepted on a case-by-case basis. All wire and cable prices are per foot.

Customer agrees that any and all patentable inventions conceived, written, created or first reduced to practice in the performance of work for any order shall be the sole and exclusive property of Cicoil.

### ERRORS

All clerical errors are subject to corrections.

### ACCEPTANCE

No order or other commitment shall be binding upon Cicoil until accepted by an authorized Cicoil employee.

### PENALTIES AND DELAYS

No penalty clause of any kind in any specification or order will be effective unless specifically approved in writing by an Executive Officer of Cicoil. Cicoil shall not be liable for any damages caused by delays beyond reasonable control of Cicoil, including without limitation, fire, strike, act of the purchaser, restrictions by civil or military authority, act of God, transportation failures, or inability to obtain labor, materials or manufacturing facilities. In the event of any such delay, the date of delivery shall be extended for a period of time equal to the time lost by reason of delay.

## **CANCELLATION AND ALTERATION**

Orders placed with and accepted by Cicoil require 90 days minimum notice to alter scheduled deliveries. Any order cancelled will be subject to charges based upon expenses already incurred and commitments made by Cicoil. Materials fabricated or processed to customer specification may be done as one lot to affect prices shown. Labor may be expended as one lot but may also be per delivery, thereby possibly necessitating a set-up charge for each delivery date.

## **EXPEDITES**

If the delivery of an order is required inside of Cicoil standard lead times and if the request can be accommodated there will be a surcharge.

## **TERMS OF PAYMENT**

The terms of payment to purchasers of satisfactory credit are net thirty (30) days, Cicoil reserves the right to require full or partial payment in advance if, in its opinion, the financial condition of the purchaser at any time does not justify continuance of production, or shipment, on the terms of payment specified. Materials held for the purchaser shall be at the risk and expense of the purchaser and payment shall become due from the date on which Cicoil is prepared to make shipment.

## **MINIMUM BILLING**

Orders amounting to less than \$500 net will be billed at \$500.

## **SHIPMENTS**

All shipments are made F.O.B. Valencia, California (unless otherwise specified), and normal boxing and packing for domestic shipment are included in the quoted price. When special domestic or export packing is specified involving greater expense than the customarily supplied, a charge may be made to cover such extra expense. Purchasers must state clearly desired method of shipment. Unless otherwise specified, Cicoil normally will use the best, least expensive surface transportation.

## **DAMAGE AND LOSS**

Cicoil takes great care in packing materials for shipment. Cicoil cannot be held responsible for breakage after having received "in good order" receipts from the carrier. All claims for loss and damage must be made by the purchaser to the carrier, but Cicoil will assist insofar as practical in securing satisfactory adjustment of such claims. Claims for shortages or incorrect materials must be made in writing within thirty (30) days after receipt of the shipments by the purchaser and failure to give Cicoil such written notice within that thirty (30) day period shall be an unqualified acceptance of materials and waiver by the purchaser of all such claims. Materials damaged or lost in the course of a shipment by an untraceable carrier specified by purchaser will be replaced by Cicoil at purchaser's cost upon receipt of a new purchase order for such replacement materials.

## **RETURNING MATERIALS**

IN NO CASE IS MATERIAL TO BE RETURNED WITHOUT FIRST OBTAINING CICOIL'S PERMISSION AND A RETURNED MATERIAL AUTHORIZATION. All returned materials must be packed properly to reach Cicoil without damage and are subject to final inspection at Cicoil. Defective materials found to be Cicoil's fault will be credited, at time replacement is shipped, including all transportation charges. Returns for which Cicoil is not responsible are subject to charges to customer for rework, repair or replacement, as required. Items sold by Cicoil are warranted only as stated below. Subject to the exceptions and upon the conditions specified below. Cicoil agrees to correct, either by repair, or at its election, by replacement, any defect of material or workmanship which develops within one year after delivery to the original purchaser by Cicoil or by an authorized representative, provided that investigation and factory inspection by Cicoil discloses that such defect developed under normal and proper use.

## **WARRANTY**

Cicoil warrants all products for a period of one year against any defects in material or workmanship. The conditions of this warranty are as follows:

- a) Cicoil shall be released from all obligations under its warranty in the event repairs or modifications are made by persons other than its own service personnel unless such repairs by others are made with the written consent of Cicoil.
- b) Except as stated above, Cicoil makes no warranty, express or implied (either in fact or by operation of law), statutory or otherwise and except to the extent stated above, Cicoil shall have no liability under any warranty, express or implied (either in fact or by operation of law), statutory or otherwise.
- c) Cicoil expressly disclaims any liability to its customers, representatives, and to users of its products, and to any other person or persons for special or consequential damages of any kind and from any cause whatsoever arising out of or in any way connected with the manufacture, sale, repair, replacement of, or arising out of or in any way connected with the use of any of its products.
- d) Representations and warranties made by any person, including representatives of Cicoil, which are inconsistent or in conflict with the terms of this warranty (including but not limited to the limitations of the liability of Cicoil as set forth above), shall not be binding upon Cicoil unless provided in writing and approved by an officer of Cicoil.
- e) This warranty shall be governed by the laws of the State of California.

## **TAXES**

Any manufacturer's tax, use tax, sales tax, or tax or duty of any nature whatsoever, which may be assessed against an order, shall be added to the price quoted or invoiced and shall be paid by the purchaser, and in the event Cicoil is required to pay any such tax or duty, the purchaser shall reimburse Cicoil; or, in lieu of such payment, shall provide Cicoil at the time the order is submitted with exemption certificate or other document acceptable to taxing or customs authorities.