

General Terms and Conditions of Sale

1. **Contract:** These Terms and Conditions shall govern the provision by *US Precision Sheet Metal Inc., aka US Precision Manufacturing* (“USP”) to the *purchaser* (the “Buyer”), of the goods and/or services specified in the quotation (the “Work”) to which these Terms and Conditions are attached (the “Transaction”). The Buyer’s issuance of a purchase order or other agreement to proceed with the Transaction following receipt of the quotation to which these Terms and Conditions are referenced to, shall be conclusive evidence of the Buyer’s acceptance of these Terms and Conditions, whether or not the Buyer submits its own terms and conditions as part of such acceptance or otherwise as part of the Transaction. Upon such acceptance, the Transaction shall be governed by these Terms and Conditions which shall take precedence to all other documents relating to the Transaction.
2. **Quotes and Delays:** Quoted pricing and deliveries are valid for 30 days, unless otherwise stated, from the date of proposal and subject to review at time of order. Any unexpected delays caused by the Buyer (e.g. revisions, drawing release delays, etc.) will impact the completion of the Work, and USP is not liable for any such delays. USP will not be liable for any delay in performance due to war, embargoes, riots, fires, floods, accidents, mill conditions, strikes, differences with workmen, shortage of transportation fuel, labor or materials, acts of God, border shutdowns/lockouts, acts of governmental authorities or any cause beyond the reasonable control of USP.
3. **Price:** The prices quoted herein are the best estimate available at time of proposal submission. Prices will be confirmed at time of order but may be adversely affected by supplier inventory shortages, market increases to raw materials, trade embargoes, proposal errors and other factors outside of the control of USP. All impacts to pricing will be submitted in writing and mutually agreed upon by all parties prior to commencement of the Work. Any taxes which USP may be required to pay or collect, under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of the Work, including taxes upon or measured by the receipts from the sale thereof, shall be for the Buyer’s account, who shall promptly pay the amount thereof to USP.
4. **Warranty:** USP warrants for 180 days from the date of delivery that the Work will meet the Buyer’s drawings and specifications, and this is the sole and exclusive warranty provided by USP to the Buyer. USP specifically disclaims all other express or implied warranties including, without limitation, any warranty of workmanship, any warranty of fitness for a particular purpose, any warranty of merchantability and any warranty as to the performance or capabilities of the Work once the Work has been provided.
5. **Quality Assurance:** Unless otherwise specified, the Work will be subject to USP’s standard inspection at place of manufacture. With respect to any test ordered by the Buyer, USP certifies the properties or characteristics disclosed by such tests only for the locations in which the Work is tested. If inspection by the Buyer be required or provided for, such inspection with consequent approval or rejection shall be made before shipment. If, after receipt by the Buyer, the Work should appear not to be in conformity with the applicable specifications, the Buyer shall immediately notify USP of such condition and afford USP a reasonable opportunity to inspect the same. If any such Work shall be found by USP not to be in conformity with the applicable specifications then USP will, at its discretion, replace such material at the original point of delivery, or repair such material. No Work shall be returned without USP’s consent in writing. USP will furnish instructions for disposition of rejected Work. To be allowable, claims of error in the number of pieces must be made in writing within 48 hours after receipt of the Work by the Buyer. Anything herein to the contrary notwithstanding, USP shall not be responsible or liable to the Buyer or others in any manner whatsoever for the service behavior of any machinery or equipment or parts unless such is designed in its entirety and manufactured by USP and then only to the extent described in the specifications hereof and in these Terms and Conditions. USP shall not be responsible or liable to the Buyer or others in any manner whatsoever for such service behavior by reason of having participated in design or having accepted the Buyer’s design and the Buyer expressly releases USP from all such liability.
6. **Delivery and Risk of Loss:** All means of pick-up, delivery, transportation, and/or routing shall be mutually agreed by the parties and the responsibility for such costs shall be specifically noted on the relevant purchase order. In the event a delivered price is quoted and unless otherwise provided herein, USP shall not be responsible for switching, spotting, handling, storage, demurrage, or any other transportation or accessorial service, nor for any charges incurred therefore, unless such charges are included in the applicable rate from shipping point to destination. The Buyer assumes all risk for any Work at the time of delivery of the Work to the transportation company, and USP disclaims all liability with respect to the handling of any Work thereafter. USP disclaims all liability associated with the Buyer’s presence on USP property, including but not limited to if the Buyer is on USP property in order to pick up any Work.
7. **Remedies and Limitation of Liability:** USP’s liability in respect of material furnished shall be limited to making replacements or repairs as hereinabove provided, and the Buyer’s sole and exclusive remedy against USP shall be to obtain such replacements or repairs. Notwithstanding anything to the contrary in these Terms and Conditions or elsewhere, USP shall not be liable for any indirect, consequential, incidental, special, punitive, exemplary or liquidated damages arising in any way in relation to the Transaction or these Terms and Conditions, whether suffered or incurred by the Buyer or any third party, and the total aggregate liability of USP arising in any way in relation to the Transaction, whether arising in contract, tort, strict liability, warranty or any other theory, shall be limited to the purchase price paid by the Buyer as part of the Transaction. USP shall not be liable for any liquidated damages or penalties in relation to the Transaction, including, without limitation, for the failure to meet any schedule, milestone or delivery dates.
8. **Terms of Payment:** Net cash payment, in US Dollars, is due within 30 days from date of invoice, except as otherwise agreed to by USP in writing. Progress payments or deposits may be required and will be identified in writing at the quote stage or subsequently if there have been changes in the credit rating of a Buyer. USP retains all rights to charge back Buyer any/all costs associated with collection of delinquent accounts.
9. **Credit Approval:** Release of Work, Work in Progress and subsequent shipment shall at all times be subject to USP’s review of the Buyer’s credit risk.
10. **Amendment and Cancellation:** These Terms and Conditions may not be amended or cancelled except by written agreement signed by an authorized signatory of USP and expressly referencing the provisions to be amended. The Buyer may cancel a purchase Order within 3 days of USP’s receipt of such purchase order, otherwise the Buyer is liable for the full amount of such order. If at the time of cancellation, the Work is in progress but not yet completed, the Buyer shall compensate USP for the costs incurred proportionate to the stage of completion of the Work.

11. **Waiver/Severability:** Waiver by USP of any of these Terms and Conditions shall not constitute a waiver of any other of these Terms and Conditions. If any provision of these Terms and Conditions is held to be void or unenforceable such provision shall be severed here from and the remainder of these Terms and Conditions shall remain operative and binding on the parties.
12. **Governing Laws:** The Transaction and these Terms and Conditions shall be governed by the laws of the State of California, USA.