



## Extrusion Technology Standard Terms and Conditions

**Acceptance** - No order shall be binding upon Extrusion Technology until accepted and acknowledged in writing by Extrusion Technology. Any contract for sale of goods, and these Conditions of Sale, shall be governed by and construed according to the Uniform Commercial Code as adopted in the State of Massachusetts.

**Delivery** - The estimated shipping date is based on production times required to process the order commencing with the date the order is accepted by Extrusion Technology. In the event it is necessary to revise the design, specifications, or Conditions of Sale, the shipping date shall be extended by the period of time required to achieve the mutually agreed upon corrections or adjustments of the design, specifications, or Conditions of Sale.

**Delays in Delivery** - Purchaser shall not hold Extrusion Technology responsible for any delay or for any damages suffered by the Purchaser by reason of any delay due to fires, strikes, riots, Acts of God, priorities, government orders or restrictions, delays in transportation, delays by suppliers of materials or parts, inability to obtain necessary labor, or other causes beyond the control of Extrusion Technology. In the event of such delay, the shipping date shall be extended for a period equal to the time lost by reason of such delay.

**Damage or Loss in Transit** - Delivery of goods to a carrier at Extrusion Technology's plant or other shipping point shall constitute delivery. Regardless of freight payment, all risk of loss or damage in transit shall pass to Purchaser at that time. Purchaser shall make claims for loss or damage to goods while in transit against the carrier; Extrusion Technology will assist Purchaser in securing satisfactory adjustment of such claims. Terms are F.O.B. Extrusion Technology EX WORKS.

**Warranties** - For all products listed herein, Extrusion Technology warrants goods manufactured by it to be free from defects in materials and workmanship for a period of (1) year from date of shipment from its plant. If within such period any goods shall be proven to Extrusion Technology's satisfaction to be defective, then and in that event such goods shall be repaired or replaced at Extrusion Technology's option. Such corrections or replacement of defective goods shall constitute a fulfillment of all liabilities in respect to such goods. Under no circumstances will credit be allowed for unauthorized rework on any materials. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Extrusion Technology shall not be liable for damages to goods, property, or persons due to improper installation, or through attempts to utilize the goods under conditions that exceed the designed capabilities.

**Payment Terms** - 1%/10/Net 30, past due thereafter. Standard payment terms are in U.S. Funds. Thereafter interest shall accrue on unpaid amounts at the rate of 1.5% per month.

**Minimum Order** – Minimum order size (per purchase order) is \$50.00. However all orders of less than \$250.00 will be accepted via credit card charge only.

**Quotations and Prices** - Orders will be billed at price in effect at time of order, unless otherwise specified in quotation. All orders require a valid customer PO number, and orders of \$250 or more require written confirmation prior to acceptance. Quotations are valid for thirty (30) days, unless

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otherwise specified, and represent no obligation until the purchase order is acknowledged and accepted. The price and performance of this order is subject to resource availability and costs within the control of Extrusion Technology at the time of manufacture. Extrusion Technology reserves the right to cancel or adjust prices and delivery.

**Blanket Orders** – Blanket orders may be scheduled over a period not to exceed 6 months. No reschedules within 2 weeks of date of shipment unless approved by EXTRUSION TECHNOLOGY; in the event of a reschedule – the new shipment date must be within 60 days of the original ship date – and may not exceed the original 6 month window without prior authorization from Extrusion Technology. In the event of cancellation, reschedule, or customer initiated change to the product, fees may apply. Fees may include – but are not limited to - bill back, WIP charges, engineering changes, and/or handling charges.

**Freight Terms** - FOB Extrusion Technology EX WORKS. All shipments will be collect or by third party billing. In addition, any additional shipping charges incurred through the use of specialized equipment (lift gates, soft-tops, etc.) shall be paid by the Purchaser.

**Export Packing** - Where the customer requires export packing, the Purchaser will be charged for extra costs incurred beyond Extrusion Technology's standard packing.

**Catalog Weights and Dimensions** - Catalog weights and dimensions are estimates, however, are not guaranteed.

**Cancellation** - Extrusion Technology will consider requests for cancellation of orders if the factory receives such request in time to stop shipment, and in the case of orders for custom/modified goods, if received prior to modification to the goods. Extrusion Technology may accept or reject such cancellation at its absolute discretion. In the case of standard catalog products (not modified or custom) , Extrusion Technology will not cancel orders of extraordinary quantities of goods or in amounts in excess of its normal inventory capacity. For accepted returns of standard catalog products, a 15% restocking charge will apply. In the case of custom/modified goods, in order to consider a request, Extrusion Technology must receive adequate assurances that all costs (including internal costs) in modifying the goods and restoring the goods to be salable as standard goods, will be paid by the Purchaser along with a reasonable cancellation fee. Cancellation charges can total up to 100% of invoice value, subject to the type of product involved and status of work-in-process.

Discounts provided to the Purchaser based on quantity commitments are subject to rescission and retroactive billing should actual quantities purchased be less than committed. Price adjustments will be based upon Extrusion Technology quotation or Extrusion Technology price list.

**Returned Goods** - Authorization (RMA) and shipping instructions for the return of any goods must first be obtained by the customer or Purchasing Distributor from Extrusion Technology, otherwise shipment will be refused. Only unused standard products and/or goods of current design in original carton, purchased from Extrusion Technology and listed in the current Extrusion Technology catalog, will be considered for return. If goods are in salable condition to other customers, a 15% restocking charge will be deducted from our Credit Memorandum on the returned goods. Transportation charges on the returned goods must be prepaid (or deducted from our credit memorandum if sent collect on a Extrusion Technology preferred carrier). Any cost in excess of the 15% restocking charge incurred in placing the goods in salable condition will be charged to the Purchaser by a corresponding deduction from the allowed credit. Goods returned for credit must be carefully packed so as to reach Extrusion Technology without

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damage. Any items retained for 30 days or more after invoice cannot be returned for credit. Custom or Modified products cannot be returned for credit. If the return of our goods is made necessary through some fault of Extrusion Technology, full credit will be allowed. Return transportation expense from Purchaser to Extrusion Technology will be credited, provided the return has been authorized by Extrusion Technology (RMA) and is in accordance with the shipping instructions.

**Taxes and Other Charges** - Any manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or other tax, fee, or charge of any nature whatsoever, imposed by any governmental authority on or measured by any transaction between Extrusion Technology and Purchaser, shall be paid by Purchaser in addition to the prices quoted or invoiced.

**Compliance with Laws** - Purchaser acknowledges that the products and the purchase of products are subject to the customs, import and export control laws and regulations of the United States, and may also be subject to the customs and export laws and regulations of the country in which the products are manufactured and/or received. Purchaser agrees to comply with all applicable laws and regulations now or hereafter in effect, including, but not limited to, the U.S. Export Administration Act and Foreign Corrupt Practices Act.

**Consequential Damages** - NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, Extrusion Technology SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, CONTINGENT, OR INCIDENTAL DAMAGES WHATSOEVER.

**Penalty Clause** - No penalty clause of any description, in any specification or order, will be effective unless approved in writing over the signature of an officer of Extrusion Technology.

**Errors** - All clerical errors are subject to correction.

**Tools** - Tools made for the manufacture of customer-specified products remain the property of Extrusion Technology notwithstanding the Purchaser may have been debited with all or part of the cost.

**Engineering & Design Changes** - Extrusion Technology reserves the right to make design and engineering changes to standard products without prior notification due to ongoing product design enhancement initiatives. Test and Inspection - Unless otherwise agreed to in writing, all special tests and inspections required by the Purchaser shall be carried out at Extrusion Technology's facilities at the expense of the Purchaser.

**Conflicting Terms** - If the terms & conditions contained herein conflict or are inconsistent with any terms and conditions contained, incorporated or referred to in any document of the Purchaser, these conditions shall prevail, unless otherwise agreed to in writing by Extrusion Technology.

**EFFECTIVITY:** January 1, 2010

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