

Integral Components, Inc.

TERMS AND CONDITIONS OF SALE

07-11-2018

The sale of products and services ("Products") by Integral Components, Inc. ("Integral") are subject to these terms and conditions ("Agreement") regardless of other or additional terms or conditions that conflict with, or contradict, this Agreement in any purchase order, document, or other communication ("Order"). Preprinted terms and conditions on any customer ("Buyer") document (for example: Orders or Confirmations) and/or Integral's failure to object to conflicting or additional terms will not change, or add to the terms of this Agreement.

1. Acceptance Agreement. These Standard Terms and Conditions, together with the terms of any quotation from Integral, constitute the entirety of terms and conditions concerning any such orders or purchases between Integral and Buyer. Integral's willingness to conduct any such transaction is expressly conditioned on the purchaser accepting Integral's Standard Terms and Conditions. By placing an order or accepting shipment of goods, the purchaser confirms that they have reviewed Integral's Standard Terms and Conditions, and acknowledges and agrees (1) that Integral's entry into this transaction is conditioned on the purchaser's acceptance of the Integral Standard Terms and Conditions, (2) that Integral's Standard Terms and Conditions will control in the event they conflict with any terms or conditions contained in any purchase order, request for quotation, or other communication from the purchaser, and (3) that any failure by Integral to object to conflicting or additional terms will not change or add to Integral's Standard Terms and Conditions.
2. Prices. Prices reflected on quotations, or on sales order acknowledgements, are determined by Integral and shall be in effect as of the date the quotation is made, or the order is acknowledged. Prices reflected on quotations are valid for 30 days or as noted on Integral's written quote.
3. Terms of Payment. Unless otherwise agreed in writing by Integral, terms of sale are net 30 days. If Buyer is in default of the amounts due hereunder, Integral shall be entitled to be reimbursed its collection costs, including reasonable attorney fees, plus a monthly service charge of one and one-half percent (1.5%) per month of the outstanding balance of the invoice, or if less, the maximum amount permitted by law.
4. Taxes & Tariffs. Prices do not include any sales, use, excise, privilege, other taxes, tariffs or assessments now or hereafter imposed or levied by, or under, the authority of any federal, state, or local law, rule, or regulation concerning the goods sold hereunder, or the manufacture or sale thereof, all of which are the sole responsibility of Buyer.
5. Risk of Loss. All risk of loss or damage to Goods shipped hereunder shall pass to Buyer upon delivery thereof to Buyer, to its designated agent, or to a carrier for delivery to Buyer, whichever occurs first. Unless otherwise stated, all shipments will be made F.O.B. Integral Components, Inc. place of business, as applicable.
6. Delivery. All shipping and delivery dates are estimates based upon known conditions existing at the time of quote / order. Integral will, in good faith, endeavor and use its best effort to ship by the estimated shipping date, but Integral shall not be liable for any claim, loss, expense, or damage of any kind whatsoever for delays in delivery.

7. Limited Warranty. Subject to exceptions noted in (A) herein below, in the event Products sold hereunder contain a defect in the materials or workmanship, Integral will at its choice, either replace or repair the Product. The Product must be separate and removed from any machinery or equipment in which it has been incorporated and returned to Integral within 12 months of the original ship date from Integral

A. Integral neither expressly nor impliedly warrants products or materials supplied by others and utilized by Integral in such Products. Integral shall give the Buyer (insofar as it is assignable) the benefits of any express written warranties given to Integral by such manufacturer or other vendors. Integral shall have no obligation to process any warranty claim against such manufacturer or vendor for the benefit of the Buyer.

B. Integral makes no other warranties, either expressed or implied, with respect to the Product, its quality, performance, merchantability, or fitness for any particular purpose. Integral assumes no responsibility for, and in no event shall it be liable for direct, indirect, special, incidental or consequential damages of any kind, including, without limitation, lost profits or lost savings, arising out of use of, or inability to use, the Product, any costs and/or expenses incurred in removing the Product from any machinery or equipment in which it has been incorporated, testing, analysis, or other administrative costs, even if Integral has been advised of the possibility of such damages. The remedies set forth herein are exclusive.

8. Limitation of liabilities. Customer shall not be entitled to, and Integral shall not be liable for, loss of profit, promotional or manufacturing expenses, overheads, business interruption costs, loss of data, removal or reinstallation costs, injury to reputation or loss of customers, punitive damages, intellectual property infringement, loss of contracts or orders or any indirect, special, incidental or consequential damages of any nature. Customer's recovery from Integral for any claim shall not exceed the purchase price paid for the affected products irrespective of the nature of the claim whether in contract, tort, warranty, or otherwise.

9. Returns. Any Goods to be returned to Integral must have Return Material Authorization (RMA) number issued by Integral before being returned. Any Goods returned without a proper RMA number will not be accepted and will be returned to Buyer at Buyer's expense.

10. Cancellations. All items quoted and or sold by Integral are "NCNR" or "Non-Cancelable and Non-Returnable". Integral may at its discretion allow a customer to cancel an order so long as they pay a cancellation charges as deemed applicable by Integral to cover all costs and expenses incurred prior to the cancellation of said order. Cancellation charges may include, but are not limited to, all costs and expenses incurred in producing the Goods (both completed and in process) and the cost of all items and special material purchased for such order.

11. Force Majeure. Integral shall not be liable for any delay in or failure of performance hereunder due to any contingency beyond its reasonable control, including without limitation an act of God; war; civil commotion; sabotage; labor dispute; explosion; fire; accident; power or equipment failure; inability to obtain suitable or sufficient labor, fuel, power, or material; delay of carrier; embargo; or any law, ordinance, rule, or regulation, whether valid or invalid.

12. Choice of Law Provisions. The terms and provisions of this agreement shall be construed in accordance with the laws of the state of Maryland without regard for any rules on conflicts on laws.

13. Export Control. The Buyer agrees to adhere to all United States customs laws if Goods sold are to be exported outside of United States.