



IIT, Inc Standard Terms and Conditions:

This quotation is valid for 10 days from the date of quotation. This quotation is subject to change without notice. All tooling, fixtures, gauges and related items to manufacture products are the property of IIT, Inc. Prices do not include texturing, engraving, assembly, threaded inserts, welding or any other secondary operation unless specified on the drawing supplied to IIT, Inc. First article pieces will not include any secondary (finish) processes. Lead times quoted will commence upon written approval of the first article piece. IIT, Inc is not responsible for the part design. The 3D CAD is the qualifying data. 2D prints are for reference only. IIT, Inc is not responsible for 3D CAD data that does not match the 2D prints, or products that are not accurate to the 2D print but accurate to the 3D CAD data. IIT, Inc will NOT be responsible for incorrectly designed products, products that do not fit together, the selection of material or for incorrect CAD data. Design changes may be required to improve manufacturability and may affect pricing. Unless requested by the customer in writing, materials may not be controlled as defined by the AS9100 standard. These terms and conditions ("Agreement") apply to Customer purchase of products ("Products") from IIT, Inc. This Agreement may not be altered, supplemented, or amended unless otherwise agreed in a written agreement signed by Customer and IIT, Inc. By placing an order based on this Quotation, Customer accepts and is bound to the terms and conditions of this Agreement.

1. **PURCHASE ORDER.** A hard copy purchase order is required prior to project activation. Acceptance of order and project start will occur on receipt of FINAL drawings or electronic part files. Customer order is subject to acceptance by IIT, Inc. in its sole discretion. Customer order is subject to cancellation by IIT, Inc. at IIT, Inc.'s sole discretion. Customer is responsible for any additional charges resulting from any change to order, which is accepted by IIT, Inc. Miscellaneous expenses (courier, freight charges, etc) and travel associated with the project will be charged at actual cost. Customer may terminate work described in this proposal at any time by providing written notice. However, Customer will pay IIT, Inc. for all charges, fees, and expenses, as determined by IIT, Inc., on Customer order up to time of termination. **NO PRODUCTS ARE RETURNABLE FOR CREDIT OR TO APPLY TOWARDS ANY OTHER ORDER.**
2. **PAYMENT TERMS.** All prices are in U.S. Dollars. Unless documented otherwise, payment terms are cash, credit card, or wire transfer. NO CREDIT OR NET TERMS WILL BE AUTOMATICALLY GIVEN TO ANY CUSTOMER WITHOUT A FULL CREDIT AND BACKGROUND CHECK, complete with company and/or personal references. Credit terms are at the sole discretion of IIT, Inc. All orders over \$5000.00 will be required to be secured with a 50% down payment at the time of order. IIT, Inc. accepts Visa, MasterCard, American Express, and Discover Card. International Orders are credit card only. IIT, Inc may invoice part of an order separately. If any payment due hereunder is not made within the date stated on the invoice, late charges, computed at the lesser of one and one half percent (1 ½%) per month or the highest amount permitted by law, shall be due and payable.
3. **SHIPPING CHARGES; TITLE; RISK OF LOSS; ACCEPTANCE.** IIT, Inc. will pre-pay and add delivery costs to Customer invoice as a courtesy. Shipments are sent UPS Ground unless otherwise stated in Customer purchase order. We welcome the use of the Customer shipping account with FedEx or UPS. Delivery terms for all shipments of Products are FOB Post Falls, ID. IIT, Inc lead times reflect best estimation based on loading and capacity at time of quotation. IIT, Inc. reserves the right to inform Customer of lead-time changes. IIT, Inc. may determine at the time of shipment that order must ship on a pallet via freight. IIT, Inc. will contact customer at time of shipment to make such arrangements. Customer must notify IIT, Inc. within five days of the date of shipment, in writing, if Customer believes any part of Customer purchase is missing, wrong, or damaged. Unless Customer has so notified IIT, Inc, specifying the nature of what is missing, wrong, or damaged within five days of shipment, the Products will be deemed accepted, non-returnable and non-refundable.
4. **TAXES.** Unless Customer provides IIT, Inc. with a valid and correct tax exemption certificate applicable to Customer purchase of Products and the Products' ship-to location, Products sold by IIT, Inc. and shipped to destinations in the state of Idaho are subject to collection of Sales Tax by IIT, Inc. Customer is responsible for any other sales, use or other taxes associated with the order.
5. **FORCE MAJEURE.** No party shall be responsible for any delay or failure in delivery or performance of any of its duties hereunder due to acts of God, acts or omission or any other occurrence commonly known as force majeure, including war, riots, acts of terrorism, embargos, strikes, or other concerted acts of workers, casualties or accidents, or any other causes or circumstances that prevent or hinder the manufacture or delivery of the Products. Such party may cancel or delay performance hereunder for so long as such performance is delayed by such occurrence and in such event the party shall have no liability to the other party.
6. **WARRANTIES.** THESE MATERIALS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.
7. **LIMITATION OF LIABILITY.** IIT, INC DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE, LOST REVENUE OR PROFITS OR LOSS OF BUSINESS, EXCEPT AS EXPRESSLY PROVIDED HEREIN, IIT, INC. WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. CUSTOMER AGREES THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCTS, IIT, INC. IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AMOUNT INVOICED FOR THE APPLICABLE PRODUCTS.
8. **INDEMNIFICATION.** Customer agrees to indemnify and hold harmless IIT, Inc., its employees, agents, representatives and suppliers from any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any negligent act or omission in the performance and/or failure to perform within the contract including the negligent acts or omission of any Subcontractor or any direct or indirect employees of Subcontractor or Subcontractors.
9. **GOVERNING LAW.** This Agreement and any sales there under shall be governed by the laws of the State of Idaho without regard to its conflict of laws rules. The parties agree to jurisdiction in the courts of Kootenai County, Idaho.

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