

## EMS TERMS AND CONDITIONS

The terms and conditions set forth below shall constitute the expression of all the terms of this agreement as a complete and exclusive statement of the agreement between NETTwork Manufacturing Inc (hereafter referred to as SELLER) and the PURCHASER (hereafter referred to as BUYER)

Unless otherwise stated all terms and conditions herein shall be considered in effect upon you sending NETTwork a Contract/Purchase Order.

**TERMS OF PAYMENT** Unless otherwise stated, all payments due Net 30. No discounts allowed.

**TAXES** NETTwork MFG Inc. does not include any sales, use or excise tax. If taxes are to be paid, the tax payment is the responsibility of the purchaser.

**PENALTY FOR LATE PAYMENT** A 1.5% late fee shall be assessed on any balances due past 30 days

**CANCELLATION CHARGES** Additional charges will apply if an order is cancelled after production is started on said order.

**DELIVERY** Shipping dates are approximate and are based upon the date we receive a cast or electronically scanned data along with the necessary information with our Purchase Order. Title to products passes to Purchaser FOB point of shipment to Buyer.

The seller should not be liable for delays in delivery or in performance or failure to manufacture or deliver, due to causes beyond its reasonable control.

**SHIPPING DAMAGE** Responsibility for the product is transferred to the Purchaser upon departure of the apparatus from our facility. As such, the Purchaser is responsible for damage or loss of goods in transit. Therefore, it is recommended that the Purchaser carefully examine the apparatus before accepting delivery from the carrier. In the event of loss or damage, the Purchaser shall note said loss or damage on the transaction receipt and immediately file a claim with the carrier.

**CONFIDENTIALITY** The purchase of the Goods or Products does not entitle Buyer to employ the same with any design developed (in part or whole) by seller or others. Any/all design concepts or products are the property of NETTwork MFG Inc. and is not for distribution to other parties or individuals.

**WARRANTY** NETTwork MFG Inc. warrants to Buyer that product furnished pursuant to this contract will be free from defects in product, workmanship and title. The foregoing warranty shall terminate six (6) months after the date of shipment by NETTwork MFG Inc. (the date of apparatus leaving our facility).

If you perceived that for some reason the product may have a manufacturing defect. We require a replacement purchase order be filled out and sent. We will manufacture a replacement as soon as possible and return it to you. Upon receiving the replacement, you will be required to send back the perceived defective product along with pictures of the outer definitive socket and our EMS "Inner Socket" mated together for evaluation of your outer definitive socket trim lines. After the evaluation of your returned EMS "inner socket" and the pictures we require. A determination will be made as to the warranty coverage for the replacement. NOTE; Failure on your part to return the EMS and pictures required, our warranty will be immediately revoked and is no longer valid.

The day your replacement is shipped from our facility, you will be invoiced for the full amount of the replacement. If in our determination the failure was caused by a manufacturing defect the replacement invoice to you will be canceled. We will also notify you of our findings regarding the defect.

If any product covered by this contract fails to meet the foregoing warranty, the total cumulative liability to NETTwork MFG Inc. shall be limited to the price of the part on which such liability is based.

NOTE; This warranty shall not apply to product which has been (a) repaired or altered without NETTwork MFG Inc. written authorization, (b) product subjected to damage due to improper handling, installation, storage, maintenance or operation beyond the specified ranges. The foregoing warranty will not cover reimbursement for labor, transportation, or other expenses which may be incurred as a result of the replacement.

**DISPUTES** Disputed portions or additional change order charges shall not be cause for nonpayment or delayed payment of any undisputed portion of an invoice which is due within 30 days from the invoice date.

**GOVERNING LAW** The laws of the State of Minnesota shall govern the validity, performance, interpretation and the effect of this agreement.

**REQUIRED DISCLOSURE INFORMATION** Purchaser to provide Name, Address and Phone Numbers for evidence of adequate finances for initial order and Change Orders, authorized signer who represents the Purchaser/Owner to sign off on Change Orders. Should the purchaser be adjudged bankrupt or insolvent in any legal proceedings, the Seller shall have the right at its election and throughout the period allowed in such proceeding for filing claims against the Purchaser's estate, to cancel the order and to recover its proper cancellation charges from Purchaser.