

## GENERAL TERMS AND CONDITIONS

- 1. PRICES: Prices based on quotations are current prices as of the date of the quotation.
- 2. DELIVERY: Delivery shall be F.O.B. seller's plant. All risk of loss or damage shall pass to buyer upon seller's delivery to carrier or buyer's vehicle.
- 3. FREIGHT: Buyer shall pay all shipping and freight costs.
- 4. PAYMENT TERMS: Our policy is to require a 50% deposit on all orders prior to production unless prior arrangements have been made or an open account is established.
- 5. WARRANTY: Seller warrants the parts it manufactures to be free from defects in material it provides and workmanship, to be machined to proper size and with proper milling to accomplish easy and accurate assembly. THE FOREGOING EXPRESS WARRANTY ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, IMPLIED OR OTHERWISE. ANY IMPLIED WARRANTY AS TO QUALITY, FITNESS FOR PURPOSE, OR MERCHANTABILITY IS HEREBY SPECIFICALLY DISCLAIMED AND EXCLUDED BY SELLER.
- 6. DISCLAIMER OF FISCAL RESPONSIBILITY: Seller will not be responsible for any expenses incurred by buyer due to delays in shop production, delivery, installation at the job site, assembly time due to incorrect parts, delays for warranty parts or any other situation not listed in the general terms and conditions.
- 7. GOVERNING LAW: the laws of the State of California shall govern All transactions.