



**SENTRAN**

# Commercial Terms & Conditions

## **TERMS:**

1. Payment terms are Net 30 days (on approved credit) from the invoice date, unless otherwise specified or agreed to in writing by an authorized official of SENTRAN, LLC.
2. All prices are F.O.B. SENTRAN, LLC, Ontario, CA, USA (hereafter the "Company") unless otherwise specified in writing by an authorized Company official. Prices remain firm as quoted for a period of sixty (60) days from the date of formal written quotation.
3. Title of merchandise passes to purchaser upon delivery to carrier at Company's shipment point, which is generally our Ontario, CA facility.
4. Most parcel shipments (150 lbs. or less) are made via UPS (United Parcel Service). Large or exceptionally heavy shipments are made by truck via Yellow Freight System. Purchaser can specify alternative carriers at their discretion, provided such carriers services are reasonably available. Shipping costs are generally prepaid and added to the customer invoice, identified as such. Exceptions to this policy may occur at Company's discretion.
5. All orders are accepted, and shipments are made, on approved credit. If the appropriate credit worthiness of the customer does not meet Company's requirements, Company may delay shipment without penalty, and/or may require full or partial advance payment, or may cancel all or any part of the order, at Company's discretion.

## **PRICES/DISCOUNTS:**

6. Prices published by the Company in price lists, bulletins, brochures, via electronic media or in any similar format are not offers to sell and are subject to change without notice. Pricing information should be specifically confirmed with the Company as deemed appropriate by the customer. The prices and charges shall be adjusted to, and the materials and other items sold pursuant to the sales order shall be invoiced at the Seller's prices and charges in effect at the time of delivery.
7. Prices and discounts apply only to specific quantities of items as set forth on the sales order, and do not include taxes, transportation charges, special packaging or labeling, or other miscellaneous items or services not specified. The prices set forth on the sales order may be increased as a result of taxes imposed by a governmental authority upon the production, shipment or sale of such products or of such materials used in the manufacture thereof, and Buyer shall pay such increase. Discounts are offered at the sole discretion of the Company. Discounted list prices are generally available predicated on "volume", "order value", "advance payment" or other similar commercial consideration.

## **PRODUCT MODIFICATION/SUBSTITUTION:**

8. The Company periodically introduces product enhancements or otherwise may change any aspect of its products. The Company reserves the right to change, alter, modify or discontinue to manufacture any product at its sole discretion. Certified drawings are available on request.

## **CONTRACT:**

9. Acceptance by Company of purchaser's order is expressly conditional on the purchaser's assent to any additional and/or different terms and conditions expressed herein and/or elsewhere as standard operating procedure for Company.
10. Quotations/proposals provided by a Company field office, an independent sales representative or Other representative, should not be construed as offers to sell. Further, such quotations/proposals are not binding on the Company, nor shall acceptance of same by purchaser be binding on the Company, unless expressly confirmed in writing by an authorized official of the Company. All orders are received subject to acceptance by the Company.

## **DELIVERY SCHEDULES:**

11. The Company reserves the right to make partial shipment of equipment as fabrication is completed. Partial shipments will be invoiced at standard terms.
12. Delivery promises are made in good faith, and such information is approximate and refers to time of delivery to carrier. Delivery schedules are not guaranteed and the Company is hereby held harmless and will not accept any liability for any penalty or damages, liquidated or otherwise, for delayed shipment(s), installation(s) or otherwise.

**CANCELLATION:**

13. In the event of cancellation, purchaser shall pay the Company promptly (within standard terms) upon receipt of invoice from the Company:

- a) The full contract price for all products which shall have been completed prior to the Company's receipt of notice of cancellation.
- b) All costs actually incurred by the Company in connection with the uncompleted portion of the order, including but not limited to materials, labor, travel, consulting, general and administrative, sales and engineering.
- c) Cancellation charges incurred by the Company on account of its purchasing commitments made under such order.

**CLAIMS:**

14. The Company's limited liability is expressed in the Company's warranty statement.

**MODIFYING OR CONFLICTING TERMS:**

15. Acceptance of this offer is expressly conditional on purchaser's acceptance of all of the Company's terms. Neither modification of, or addition to, the foregoing terms of sale and shipment, oral or written, nor any conflicting terms or conditions incorporated in purchaser's purchase order, are part of the contract unless specifically agreed to in writing on the Company letterhead by a duly authorized officer of the Company.

**PATENT INFRINGEMENT:**

16. The Company makes no representations as to whether goods being sold are free of the rightful claim of any third person by way of infringement of similar claims and disclaims any warranty against infringement or similar claims with respect to the goods.

**CONFIDENTIAL INFORMATION:**

17. Selected software, hardware, drawings, diagrams, manuals, specifications and other materials furnished by the Company related to use and service of articles furnished hereunder, including any information, may be identified as proprietary to Company. Such software, hardware, drawings, diagrams, manuals, specifications and other materials have been developed at significant expense to the Company and are considered to be trade secrets of the Company. Purchaser, nor any other unauthorized entity, may reproduce in any way without the prior express written consent of the Company, such software, hardware, drawings, diagrams, manuals, specifications and other materials, except as needed to operate and maintain the equipment supplied by the Company ( Except such information as may be established to be in the public domain or disclosed pursuant to legal judicial or government action.) shall be received in confidence and purchaser shall exercise reasonable care to hold such information in confidence.

**AUTHORITY OF COMPANY'S AGENTS:**

18. No agent, employee or representative of the Company has any authority to bind the Company to any affirmation, representation or warranty concerning the goods sold by the Company, and unless an affirmation, representation or warranty is made by an authorized agent, employee or representative of the company, and is specifically included in the contract, no such instrument shall be enforceable by purchaser.

**PREVAILING LAW:**

19. Unless otherwise agreed to in writing by a duly authorized officer of the Company, all Company agreements shall be governed in accordance with the laws of the State of California. Should any term of conditioned contained in any such agreement contravene or be invalid under applicable law, the agreement shall not fail by reason thereof, but shall be construed in the same manner as if such term or condition had not appeared herein.

**PAYMENT:**

20. Invoices for equipment and materials delivery pursuant to the sales order are payable only in United States currency. Unless otherwise stated on the face of the sales order, payment terms are net 30 days from the date of invoice, subject to the approval of the Company's credit department at the time of shipment, within the United States and Canada. Net cash by irrevocable letter of credit or bank draft is required on all shipments for destinations outside of the United States and Canada.

**SHIPMENT UNDER RESERVATION:**

21. It is agreed that the Company shall maintain the right of possession of the good, material or services sold to Buyer until such time as payment therefore is made to the Company by Buyer.

**ACKNOWLEDGEMENT:**

22. The Company's terms and conditions confirm the agreement to buy and sell goods and services as set forth on the sales order, and acknowledges them to be true and correct to the best of the Company's reasonable ability to do so. These terms and conditions shall become binding and enforceable against the Buyer unless the Buyer gives the Company written notice of specific objections to its contents within ten days after issuance of the sales order. No modification of the sales order shall be effective unless such modifications are made in writing and

agreed to by the Company and Buyer signing such agreement.

**TIME LIMIT FOR REJECTION NOTICE:**

23. All claims for damages, errors or shortages in goods or services delivered by the Company to Buyer under the sales order shall be made by the Buyer in writing within a period of seventy-two (72) hours from the time of delivery. The passing of this period constitutes an irrevocable acceptance of the goods and an admission that such goods fully comply with all terms, conditions and specifications set forth in the sales order.

**FINANCE CHARGES:**

24. Finance charges may apply on any overdue invoice. Finance charges are computed on the basis of 1.5% per month, 18% per annum, and prorated to a daily rate of .05% of the outstanding balance.

**SALES TAX:**

25. Sales tax will be charged on all sales billed to businesses in the state of California, unless the Buyer has provided to Company a valid State Resale Certificate. The State Tax Rules and Regulations—Resale Certificates, requires that: In accordance with Sales and Use Tax Laws, it is necessary that we secure from our customers in the state of California, a signed resale certificate with the customer's State Sales Tax Permit Number, to acknowledge that specific merchandise is purchased for resale. For your convenience, you may request a State Resale Certificate from SENTRAN's Sales Department.