



THE INTEC GROUP (INTEC) CONDITIONS OF SALE

1. This quotation is made subject to government regulations and restrictions. Our price does not include any sales tax, and shall be subject to increase to cover any taxes or other increased costs directly due to present or future legislation, either state or federal. Prices are for immediate acceptance and subject to change without notice.
2. This proposal, if accepted, and subsequent orders are not subject to cancellation, change, reduction in amount or suspension of deliveries, except with our consent and upon terms which indemnify us against loss. All verbal agreements except as confirmed in writing in this proposal or by separate letter are void.
3. Intec assumes no responsibility for any loss or damage occurring by reason of delay or inability to deliver caused by fires, strikes, accident, embargoes, car shortages, delays of carriers, insurrection riot, acts of civil or military authorities.
4. Intec's engineering department, when requested, will service customers in submitting suggestions concerning design and construction of molded parts and will recommend various grades of material but we will not assume any liability for the practicability of these design suggestions or material recommendations if adopted by the customer.
5. The quotation is based on information or samples provided Intec. Any changes in specifications will be subject to a revised quotation.
6. Final part pricing and tooling costs will be submitted upon completion of a release meeting prior to the design and build of production tooling
7. Final part pricing will be confirmed at the time of program release and will be based on current material and operating costs.
8. A CAD data file is required prior to the start of the program.
9. The lead times indicated in this quotation are based on material and external tool shop availability as of the date of this quotation are subject to change upon receipt of an order
10. Should this project be cancelled after a Purchase Order or Letter of Intent has been received, a cancellation fee will be assessed.
11. Once in production any increases in resin and all other component costs will be passed on, in full effective with the date of the increase imposed on Intec, unless an escalation/de-escalation agreement is preferred.
12. Adjustments for escalation/de-escalation of the plastic resin will occur whenever costs fluctuate +/- 3% on an average per quarter. Prices will be adjusted retroactive to the first day of the new quarter if required, within 10 working days of receiving the documentation from Intec in the new quarter
13. Adjustments for escalation/de-escalation of copper will occur whenever costs fluctuate +/- 3% on an average per quarter. Prices will be adjusted retroactive to the first day of the new quarter, if required within 10 working days of receiving the documentation from Intec in the new quarter. Copper costs will be tracked on a quarterly basis as reported daily by Olin Brass
14. Adjustments for escalation/de-escalation of gold will occur whenever costs fluctuate +/- 3% on an average per quarter. Prices will be adjusted retroactive to the first day of the new quarter, if required within 10 working days of receiving the documentation from Intec in the new quarter. Gold costs will be tracked on a quarterly basis as reported daily by Engelhard Fabricated
15. Samples submitted shall be deemed approved if written notice of rejection is not received within two weeks after date of submittal.
16. Molded products will be shipped, invoiced and paid for at the quoted terms. Molded products will be shipped in standard cartons or containers in bulk unless otherwise specified
17. Claims for shortages or rejections must be made within 10 days after receipt of goods. Intec ships by insured carriers and our liability ceases when the customer accepts our shipment. All claims for breakage damage and losses should be made directly to the transportation company
(a) Where components and assemblies manufactured by Intec are assembled into completed mechanisms, we assume no liability of any nature for the operation of such mechanisms or devices or for replacement costs in the event of failure.
18. Credit will be rendered on all defective products after authority is given, provided they are returned within thirty days after date of shipment from our factory and after Intec has had an opportunity to inspect the returned products.
19. Any unpaid account for invoiced shipments of product, tooling or other services shall constitute a lien on any molds or tools in Intec's possession. Customer's molds may be removed after fulfillment of a purchase order, provided the account is paid in full.
20. The customer agrees to indemnify and hold Intec harmless against any loss resulting from infringements of patents and trademarks.
21. Unless otherwise stated, the finish on molded products includes only such polish as is obtained directly from the molding process and the finish on the tool.
22. Inserts supplied by the customer shall exceed by five percent the number required to fill the order for molded products and shall be delivered FOB to Intec's facility with all charges paid: said inserts are subject to approval of design by Intec; must be uniform, accurate and free from burrs. Intec assumes no liability for damages to molds or tools caused by defective inserts, nor for molded parts in which inserts were furnished by the customer and found defective after molding
23. If special gauges, fixtures or other tools are required, they will be furnished by the customer or paid for by the customer.
24. The customer agrees to pay for changes to molds and tools made necessary by changes in specifications accepted by Intec. The customer also agrees to assume all risk or resultant damage Changes in design, deliveries, or instructions of any kind must be submitted in writing
25. Intec builds Class A mold tooling with a typical life of 1,000,000 cycles. Mold condition will be monitored throughout the production life of a part and the customer will be notified of the tool condition as Intec approaches 1,000,000 cycles. In case of dissolution or bankruptcy of customer, molds in our possession not having been fully paid for shall become Intec's property in satisfaction of unpaid account and unliquidated damages. Intec does not insure customer's molds in our possession unless special arrangements are made.
26. Intec reserves the right to correct clerical errors.
27. The proposal, when accepted by the customer, shall become a contract effective under the laws of the State of Illinois.
28. Contracts and/or purchase orders are subject to approval by Intec's credit department and/or officers in Palatine, IL. Intec has the right to modify, change or withdraw credit terms at any time without notice and to request guarantees, securities or payment in advance of the amount of the credit involved
29. The conditions of sale contained herein are deemed accepted when the customer orders molds and parts in compliance with quoted prices. This proposal is expressly conditioned upon these terms and cannot be altered without Intec's specific written consent. Further, any provision of a customer's order which purports to expand Intec's liability beyond limitations contained in these conditions of sale, or those imposed by the Uniform Commercial Code under Illinois law, is deemed to be a material alteration of the agreement proposed herein.
30. Acceptance of this quotation constitutes acceptance of these Conditions of Sale.
31. Intec reserves the right to review all specifications (not available or known at the time of the quote after the award of the program.
32. This quotation does not include any testing or processes beyond the scope of Intec's usual and customary business practices, unless otherwise specified in this proposal
33. Customer is responsible for defining any quality parameters affecting form, fit and function which are not specified on available engineering drawings or documents.
34. Piece part price is based on most recent quote of record at date of shipment
35. Customer is subject to and responsible for the minimum buy quantities of all raw materials and purchased components and must provide adequate lead times and ordering windows that conform to the corresponding lead times and ordering windows of the raw material and component suppliers
36. FOB: Palatine, IL or Guaymas, Mexico as specified on the quote cover letter
37. Packaging: Expendable packaging is standard unless noted otherwise.
38. Payment terms on production shipments: Net 30 days from date of Intec invoice
39. Tooling Payment Terms: 30% with PO; 30% at first shots; 40% upon PPAP approval; Net 30 days from date of Intec invoice.

The Intec Group (Intec) warrants its products to be free from manufacturing defects within the limits of applicable written specifications. Intec makes no warranty and assumes no liability or responsibility as to the merchantability of or fitness of its products for any intended usage or purpose. Intec will not assume liability or responsibility for labor expended, or damages accruing from the use of goods purchased from Intec. If goods shipped by Intec are determined to be defective, the limit of damage for which Intec will be is the price paid to Intec for the defective goods. This limitation of responsibility and liability to the value of the goods shipped applies to special as well as standard items and Intec makes no warranty, either express or implied. Intec will not under any circumstances agree and does not here agree to any greater warranty or to any greater responsibility or liability for any damage beyond the limitations contained above in this paragraph unless the purchaser offers, and Intec accepts, in writing, an increase in the per unit price contained in this quotation sufficient and acceptable to Intec to cover the additional financial risk and responsibilities set forth in any such written agreement. In no event does Intec intend there to be any third party beneficiary of Intec's promises, duties or undertakings herein. Intec is only liable to the party or parties who provided direct consideration to Intec and are in privity with Intec in this agreement.

We thank you for the opportunity of quoting and hope to be favored with your order