



# Terms and Conditions

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### **Quotations, Order Acknowledgements, and Sales**

#### **Essential Knowledge**

Sales Representatives are expected to be familiar with standard EOI Terms and Conditions.

#### **Acceptance**

Acceptance of Buyer's order is expressly made conditional on Buyer's assent to the terms and conditions contained herein and the credit approval of Buyer by Seller.

#### **Cancellation**

Seller reserves the right to cancel or suspend all or any undelivered or unexecuted portion of the goods or services covered by this agreement without any liability whatsoever (I) if Buyer breaches any of the terms hereof or (II) if any proceeding by or against Buyer in bankruptcy, reorganization or insolvency, or the appointment of a receiver, or any assignment for the benefit of creditors on behalf of Buyers occurs. Upon cancellation of an order by Buyer, Buyers must reimburse Seller for any and all losses or expenses incurred.

#### **Price**

If seller has included a price on the front hereof, such price shall control. Except, as may be otherwise noted herein, the price does not include any applicable federal, state or local taxes.

#### **Changes**

No change in the terms of this agreement shall be binding upon seller unless in writing and signed by Seller.

#### **Entire Agreement**

This agreement and any document referred to herein supersede all prior understanding, transactions and communications (oral or written) with respect to the matters covered herein and from the complete contract between Buyer and Seller.

#### **Confidentiality**

Any knowledge or information concerning Seller's products, methods or manufacturing processes which Seller may disclose to Buyer incident to the production of goods or performance of services covered by this agreement shall, unless otherwise specifically agreed to in writing, be kept secret and confidential by Buyer and will not be divulged by Buyer to any third party or used by buyer otherwise than in connection with the goods or services covered herein. If the production of goods or performances of services covered by this agreement involves experimental development or research work, the parties agree that no license to make, have made, employ or sell any inventions resulting from the work shall have been granted. The rights and obligations under this clause shall survive the cancellation, termination or completion of this agreement.

#### **Buyer's Damages**

In no event shall the Seller be liable for prospective profits, special indirect or consequential damages. In all cases, Seller's liability shall be strictly limited to, at Seller's option, either (I) the repair or replacement of the goods or (II) the price of the goods.

#### **Payment**

Except as otherwise provided on the face hereof, payment shall be net 30 days, F.O.B., EOI factory, Pomona, CA. A charge of 1.5% per month or fraction thereof, 18% per year, will be made on all overdue bills unless such charge exceeds the maximum allowable under law, in which case the charge shall be reduce to the maximum allowable under law.

#### **Title and Rise of Loss**

Unless otherwise specified on the face hereof, the F.O.B. point shall be Sellers location designated on the face hereof. Claims for damage or loss must be made by Buyer with carrier.

#### **Delivery**

The terms of delivery are approximate and based upon prompt receipt of all needed data. The Seller shall not be liable for delays in delivery or performance or failure to deliver or perform (I) due to causes beyond its reasonable control, (II) due to acts of God, Buyer, of civil or military authorities, fires, strikes,

floods, epidemics, quarantines, wars, riots, delays in transportation, or car shortages, (III) due to unavailability of needed labor, materials, components, or production facilities or (IV) due to any other commercial impracticality. In the event of any such delay the date of delivery shall be deferred for a period equal to the time lost by reason of delay. Seller shall determine routing except when Buyer specifies and otherwise and pays all extra costs incurred thereby.

**Assignment and Set-off**

This contract between Buyer and Seller and any payments to be made thereunder may not be assigned or transferred without prior written approval by Seller. No claims for monies due or to become due from Buyer shall be subject to deduction by Buyer for any setoff or counterclaim arising out of this or any other contract with Seller.

**Remedies**

Each of the rights and remedies of the seller in this agreement shall be cumulative and additional to any other or further remedies provided in law or in equity or in this agreement.

**Attorney's Fees**

In the event Seller shall sue buyer for any reason, Seller shall be entitled to recover from Buyer all costs of suit and reasonable attorneys' fees in addition to all other available remedies.

**Returns**

Products of Seller are made to order, thus Seller is not obligated to accept returns and there is no standard "Restocking" charge. Under no circumstances will returns be accepted without written factory authorization. Requests for returns must be made in writing within 30 days of shipment and material must be returned within 30 days from receipt of authorization. Since each request will be considered individually, a customer agreement letter must be executed before an RGA will be issued. This letter will establish the terms and conditions of return agreeable to both the Seller and Buyer.

**Venue and Jurisdiction**

This agreement between Buyer and Seller shall be deemed to have been executed and delivered at the place of business of Seller, and shall be construed and interpreted under the laws of the state where the place of business of Seller is located without giving effect to its choice of law provisions. Jurisdiction and venue, with respect to any suite in connection with this agreement, shall reside in the state or federal courts where the Seller's place of business is located.

**Waiver**

Seller's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or Seller's waiver of any breach hereunder shall not thereafter waive any other terms, conditions, rights, or privileges.

**Severability**

In the event that any word, phrase, clause, sentence, or other provision hereof shall violate any applicable statute, ordinance or rule of law in any jurisdiction in which it is used, such provision shall be ineffective to the extent of such violation without invalidating any other provisions hereof.