**Electronic Metal Fabrication, Inc**
*Registered ISO9001:2015*
8505 Redwood Creek Lane, San Diego, CA 92126 | Ph | (858) 530-1414 Fx | (858) 530-2123

# TERMS AND CONDITIONS OF SALES

**Definitions**: As used throughout these terms and conditions, the following terms shall have the meanings set forth below:

(a) The term "Seller" means ELECTRONIC METAL FABRICATION, INC. or EMF.
(b) The term "Buyer" means customer, company or company representative who places an order from Electronic Metal Fabrication, Inc., whether it be verbal or written.
(c) The term "Order" means the Purchase Order, Contract, Sub-Contract or documented verbal order issued by Buyer to Seller to which these terms and conditions are affixed.

All references to "works," "supplies," "goods," "items," or "products" shall include "services" if the Order, wholly or in part, provides for the furnishing of services.

## ACCEPTANCE OF CONTRACT TERMS

Upon receipt of Order, Buyer agrees to buy and Seller agrees to sell goods and services based upon terms as quoted by Seller. Buyer agrees to be bound by the following terms and conditions and those contained in all quotations, invoices and shipping documents by reference. Seller reserves rights to amend Terms and Conditions at any time.

## PURCHASES AND PAYMENTS

Terms of payment for invoices are identified on each quote and/or purchase order and are based upon prior credit approval by Seller. All first time Orders are automatically placed as C.O.D. and will remain so until credit line is approved by Seller. Invoices paid by credit card are charged an additional 3% transaction fee. Buyer agrees to payment within specified terms. A finance charge of 1 1/2% per month will be made on past due accounts. If collection procedures or suit be brought on this contract to enforce payment, the Buyer promises to pay collection cost, cost of suit, and Seller's attorney fees. Goods sold are property of Seller until customer invoices are paid and fulfilled by Buyer. Should Buyer fail to pay within contract terms and payment is uncollectable, Seller shall be given right to repossess goods at Seller's discretion.

## LIMITED PRODUCT WARRANTY

Seller warrants that all items delivered shall be free from defects and shall conform to applicable specifications and drawings. Seller is not liable for damages caused by outside shipping services or events due to force *majeure* (acts of God, war, riot, embargos, acts of civil or military authorities, fire, flood, epidemics, unusually severe weather, or similar causes beyond Seller's control and which are unforeseeable).

## RETURNS

Claims for shortages and rejections MUST be made within thirty (30) days of receipt of merchandise. No returns accepted without RMA# (Return Material Authorization) from Seller. Buyer must notify Seller through written documentation. Returned goods are subject to inspection and approval by Seller prior to release of RMA#.

## TAXES

Sales tax applicable to all orders unless prior approval by Seller for non-taxable goods. Submit resale certificate to Seller for verification.

## SHIPPING CHARGES

Shipping charges may be added to customer invoice on every shipment per purchase order unless prior agreement has been arranged with Buyer or other shipping service account is noted on Order.

## MISC CHARGES

Additional requirements for documents such as, but not limited to, First Article Inspection reports, material test reports and finish reports are subject to a fee per item.

## STORAGE

Storage fees per item per order will be added to all shipments with delivery dates beyond thirty (30) days from last shipment as follows:

31-45 days- 1.50%
46-60 days- 3.00%
61-90 days- 4.50%
91-120 days -6.00%
121-180 days- 8.00%
181-240 days- 10.00%
241 days to 1 year- 30.00%

## CHANGE ORDERS

Shall any changes occur to Customer's order, Buyer or Seller shall communicate the changes before order reaches due date. Changes are subject to approval by Seller.

Electronic Metal Fabrication, Inc. manufactures items based on customer drawings and specifications as stated on Buyer's Purchase Order. Shall any revisions to drawings or items be made to an item already in-process, Seller must be notified immediately. Requests for modifying a manufactured good shall be submitted to Seller within appropriate date range of two (2) weeks before Seller's shop complete date. Ability to modify goods according to newly revised drawings or specifications are subject to Seller's discretion. If approved, Buyer must submit a revised Purchase Order. Once Purchase Order is closed, Buyer has thirty (30) days to dispute any discrepancies. Seller is not liable for changes made to drawings by Buyer without Seller's knowledge or after the order has been closed. Sales may not be canceled unless agreement between Buyer and Seller is reached and is submitted in writing.

## LIMITATION OF LIABILITY

Under no circumstances shall ELECTRONIC METAL FABRICATION, INC. be liable in contract, warranty, tort or otherwise for any special, exemplary, incidental or consequential damages that result from your purchase of any products from us or any use of, even if we have been advised of the possibility of such damages. In no event shall our liability exceed the purchase price of the products you purchase from us.