



HEARTLAND PRECISION FASTENERS INC

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GENERAL TERMS AND CONDITIONS OF SALE

- 1) The sale of products manufactured by Heartland Precision Fasteners, Inc. ("Seller") shall be governed by these general terms and conditions of sale (the "Terms".) Buyer's issuance of a Purchase Order is acceptance of these Terms and any proposal for additional or different terms made by Buyer may be rejected by Seller unless Buyer and Seller agree in writing to modified Terms which terms may include additional charges.
- 2) Purchase Orders from Buyer will only be accepted if all terms of said purchase order comply with the terms issued by Seller in its written quotations. Said written quotations expire sixty (60) days from the date of quotation. Extended validity may be offered in the sole discretion of the Seller.
- 3) When product is purchased from Seller, it is the responsibility of the Buyer to note on Buyer's purchase order which drawing revision and industry specifications shall be used in the manufacture of said product. All consequences arising from failure to note said revision and specification shall be borne solely by Buyer. In addition, Buyer must communicate all special requirements on their PO flow downs.
- 4) Any requests from Buyer after shipment for additional documentation will result in an administration fee and a minimum of a 2 week allowance for completion. Correction to documentation at the fault of the Seller will be corrected in a timely manner for no additional fee.
- 5) Seller's payment terms are as follows:
 - a. 1% -10 Net 30 with approved credit. (This means that customers with approved credit are eligible for 1% discount if payment is received within 10 days from the invoice date. Full payment is required after 10 days, and the due date is 30 days from the invoice date.)
 - b. COD or credit card payment for first purchase
 - c. Stock prices are valid for stock only and stock is subject to prior sale.
 - d. Seller may change payment terms at any time, in its sole discretion.
- 6) A Certificate of Conformance, raw material and special process certifications is included at no charge.
- 7) Products shall be delivered F.O.B. Seller's facility with all risk of loss passing to Buyer upon Seller's delivery of the product to the carrier. Buyer shall pay all freight and insurance charges generated from the shipment of the product purchased from Seller.
- 8) Buyer shall not alter or modify products supplied by Seller, in part or in full, or sell said products in anything other than their original, unaltered state. Any written rejection of Seller's products must provide specific details of the reason(s) for said rejection and must be communicated to Seller in writing within 90 days of Seller's shipment date. It is at the Sellers discretion to accept parts after the 90-day requirement.
- 9) Product removed from its original packaging cannot be returned for mixed lots or wrong parts after the above 90-day period.
- 10) Buyer maintains records for all products for 10 years plus current year.
- 11) Cancellation of a Purchase Order by Buyer will be subject to a cancellation fee, the extent of which shall be determined in the sole discretion of Seller.
- 12) Product provided by Seller will carry a ten-year discretionary limited warranty.
- 13) In the event Seller fails to meet its warranty on any given product, Seller shall be liable to Buyer in an amount less than or equal to the value of the original price paid by Buyer to Seller for said product.
- 14) No modification of these Terms shall occur by Seller's acceptance of Purchase Orders or other documents. generated by Buyer and containing terms and conditions that are contrary to those contained herein whether signed by Seller's authorized representative.