



PRECISION COIL AND ROTOR TERMS AND CONDITIONS OF SALE

1. "Seller" shall mean Precision Coil and Rotor, a division of Jay Industrial Repair, and its subsidiaries. "Buyer", shall refer to the party seeking to purchase Seller's goods and services. Issuance of a purchase order by Buyer shall constitute an acceptance of Seller's quotation (offer) to manufacture parts or render services in conformance with the quotation issued by Seller and upon these Terms and Conditions of Sale.
2. The quotation shall not be binding on either party and no contract shall be concluded unless including these Terms and Conditions of Sale without change. Only the Terms and Conditions contained herein shall be a part of the contract, and these shall take precedence over Buyer's additional or different terms and conditions (to which notice of objection is hereby given.) These Terms and Conditions shall be deemed incorporated by reference in, and a part of, all transactions and documents relating to quotations issued by Seller based on Buyer's request for quotation, including without limitation, purchase orders, order confirmations, and invoices, whether or not any specific reference to these Terms and Conditions is made in such documents.
3. No modification of any term herein, or any additional term of sale provided by Buyer in any purchase order or other document shall be binding upon Seller unless confirmed in writing. Failure of Seller to enforce any term or condition at one time shall not constitute a waiver of the right to enforce such term or condition in the future.
4. Unless otherwise stated in Seller's quotation, payment for services rendered or parts must be made within thirty (30) **days of the date of shipment. Seller reserves the right to decline to provide further services or parts where Buyer is delinquent** in payment under Seller's stated payment terms. Seller shall not be liable for declining to provide services or parts when Buyer is delinquent, and Seller may require Buyer to pay for goods or services in advance or on a COD basis.
5. Seller shall use its best efforts to complete its work within the time provided in the contract with Buyer; notwithstanding the same, Seller shall not be liable for any delay in delivery or nonperformance due to any cause beyond the control of Seller.
6. All risk of loss or damage to the goods is assumed by Buyer after Seller has made delivery to carrier for shipment to Buyer, regardless of the terms of payment, or the form of bill of lading, or the mode of shipment, or who pays transportation charges, or if delay or damage is caused by the carrier, and Buyer's sole recourse is against the carrier, notwithstanding that property and title in the goods may not have passed to Buyer. Any delay or damage or contractual conflict with carrier shall have no effect on the contract between Seller and Buyer, and under no circumstances shall such occurrences be used to delay or stop payment for the goods. Without in any way limiting the foregoing, Buyer shall give notice to Seller and delivering carrier of any shortage of or damages (whether visible or not) to goods shipped by (a) noting same on signed bill of lading and (b) sending written notice to Seller and delivering carrier within three (3) days of receipt of delivery.
7. To secure payment of the balance of the purchase price, Buyer grants to Seller a security interest in the goods purchased by Buyer, including any additions, accessions, increases, substitution, and replacements of the goods and all proceeds thereof. Seller may execute financing statements under the Uniform Commercial Code in the name of remedies of a secured party under the Uniform Commercial Code, and in connection with any such enforcement, or Buyer. Without Seller's prior written consent, Buyer will not sell, lease, dispose of or permit the goods to be encumbered in any way. At Buyer's expense, the goods shall be insured by Buyer in favor of Seller against loss or damage for fire and other risks. Failure by Buyer to pay the balance, if any of the purchase price for the goods when payable shall constitute a default entitling Seller to enforce all its rights and remedies, including all rights and in connection with any other action or proceeding by Seller to collect the balance of the purchase price. Buyer shall be liable for all costs and expenses of collection including Seller's attorney's fees.
8. **WARRANTY.** Seller makes no guaranty with respect to piece parts manufactured by Buyer from tooling built by Seller. Subject to the conditions below, if any goods or services of Seller fail or become defective by reason of defects in materials or workmanship during the period specified on the face of Seller's proposal, quotation or invoice, or if no period is specified, during the period of **one (1) year** from the date of shipment, Seller will, at Seller's sole option, either repair or replace the defective goods or refund the purchase price to Buyer, provided Buyer has properly notified Seller in writing of such defects or failure during the period. After proper notification Seller reserves the right to require the return of all or any component of the goods for inspection, repair or replacement, or to repair defects at Buyer's location. Goods may not be returned without first obtaining return goods authorization from Seller. All transportation costs for goods or components returned under the terms of the Warranty will be paid by Seller. Seller assumes no responsibility for costs other than labor and material as defined in the original contract.