



In using this website you are deemed to have read and agreed to the following terms and conditions:

These terms and conditions of sale (“Sale Terms”) are the exclusive terms and conditions related to any order placed with or accepted from Seller. The placement or acceptance of any order indicates Buyer’s complete and unconditional consent to and acceptance of these terms and conditions. The formation of any contract and Buyer’s acceptance of any order is expressly conditioned on acceptance of all the terms and conditions of this agreement. Seller hereby rejects any additional, inconsistent or differing terms and conditions proposed by Buyer.

1. Pricing and Acceptance:

Unless otherwise agreed in writing, all prices are based on US currency (\$) and effective for: (a) the time period set forth in Seller’s written quotation, or (b) thirty (30) days from the date of quotation. Should Buyer postpone the delivery date, Seller shall have the right to adjust the price of the undelivered goods to Seller’s price at time of shipment. Stenographic and/or clerical errors are subject to correction by Seller without liability. The order shall not be binding until confirmed in writing by Seller.

2. Payment

Unless otherwise provided in writing, full payment is due 30 days after date of invoicing. Accounts more than 30 days past due will be subject to a late charge at the rate of 1 ½ % per month or the highest rate permitted by applicable law, whichever is lower. As security for the full and prompt payment in cash of any amounts due under this Agreement, Buyer hereby grants to Seller a security interest in any goods furnished by Seller to Buyer. Buyer hereby irrevocably designates and appoints the Seller as its agent and attorney-in-fact to act for and on Buyer’s behalf to execute and file any document and to do all other lawfully permitted acts to perfect this security interest or protect Seller’s interest in the goods with the same legal force and effect as if executed by Buyer.

3. Taxes

Seller shall pay all taxes levied or based on any amounts payable under this Agreement, including without limitation customs duties, state and local sales and use taxes, and privilege, gross receipts or excise taxes based on gross revenues. Any such amounts paid by Seller shall be for the account of Buyer and will be added to the price of such goods and services. Buyer shall promptly reimburse Seller for such amounts.

4. Time of Shipment

Delivery dates are based on Seller’s estimated manufacturing times, which commence upon receipt of all engineering and manufacturing information required by Seller. Seller shall not be liable for any damage, loss, or injury as a result of any delay or failure to ship due to any cause beyond Seller’s reasonable control including but not limited to strikes, slowdowns, embargoes, riots, storms, fire, accidents, war, delay in transportation or inability to obtain necessary labor, materials, or manufacturing facilities. Any such failure or delay by Seller due to one of the foregoing or other causes beyond Seller’s reasonable control shall not be considered as a breach of contract in the event of any such delay and the date of shipment shall be extended for a period equal to the time lost because of the delay.

5. Delivery Terms and Risk of loss

Delivery terms, unless otherwise expressly stated, shall be Freight On Board (FOB) Seller’s place of business. Delivery to carrier at point of origin shall constitute delivery to Buyer and thereafter the shipment shall be at Buyer’s risk. Claims for loss or damage to products in transit shall be made to the carrier not the Seller. Seller’s delivery obligation shall be contingent upon Seller’s approval of Buyer’s credit at time of shipment.

6. Quantities

Buyer agrees to accept over/under quantities not to exceed 5% of ordered quantity of each line item.

7. Engineering Charges

Tools, dies, gauges and fixtures (“Tooling”) are an integral part of the manufacturing process. Charges related to design or manufacturing of Tooling may be included in Buyer’s payment obligation. Ownership of tooling will not convey to Buyer until Buyer pays for tooling.

8. Claims

Buyer must make rejection of non-conforming products in writing within 15 days of receipt and all defects ascertainable at time of giving notice shall be stated with particularity or be deemed waived. Under no circumstance shall products be returned to

Seller without Seller's written permission. A claim that products are non-conforming shall not entitle Buyer to deduct any sum from any invoice unless Seller has agreed to such claim in writing.

9. Patents

Buyer shall indemnify and save harmless Seller against any claim, demand, loss, expense or liability, including attorney's fees for actual or alleged infringement of any letters patent, trademarks or corresponding rights in any way related to the manufacture and sale of products manufactured in accordance with designs or design information supplied by Buyer.

10. Limitations of Warranties

Seller warrants its products will be free from defects in workmanship for a period of one year from the date of shipment. This warranty is exclusive and in lieu of all other representations and warranties, express or implied and seller expressly disclaims and excludes any implied warranty and merchantability or fitness for a particular purpose.

Any description of the products, whether made orally or in writing by Seller or Seller's agent, specifications, samples, models, bulletins, drawings, diagrams or similar materials used in connection with Buyer's order are for the sole purpose of identifying the products and shall not be construed as an express warranty. Any suggestions by Seller's agents regarding use, application or suitability of the products shall not be construed as an express warranty.

11. Liabilities and Consequential Damages

Buyer agrees that if products are non-conforming, Buyer's exclusive remedy shall be one of the following at Seller's option: a.) Repair or replacement of the non-conforming products or b.) Repayment to Buyer of the purchase price.

12. Limitation of Suits and Actions

No action or suit to enforce Buyer's right or remedies arising from this sale shall be commenced later than one year from the date of shipment

13. Dispute Resolution

The Parties will attempt to resolve any dispute involving the interpretations, performance or non-performance or enforceability of the Purchase Order by prompt good faith negotiation and, if such negotiations fail will consider alternate resolution procedures before resorting to litigation.

14. Severability

The Sale Term shall be subject to and interpreted so as to comply with all applicable law. If any provision of the Sale Terms, or portion of the provision is declared or found to be unenforceable under applicable law, such provision shall, if possible, be interpreted in a manner as to be enforceable to the greatest extent possible under applicable law. The balance of the Sale Term shall be interpreted as if the unenforceable provision or portion was interpreted according to the preceding sentence or if such interpretation is not possible under applicable law as if the unenforceable portion or portion had never been a part hereof. In no event shall the Sale Term be invalid due to an unenforceable provision or portion of a provision of the Sale Term.

15. Final Agreement

Except as otherwise agreed in writing these terms and conditions constitute the entire agreement between Seller and Buyer with respect to the subject matter hereof, and there are no understandings, agreements or representations, express or implied, which are not contained herein. These terms and conditions shall not be modified by any prior course of dealing or trade customs and usage.

16. Cancellation of Purchase Order

- Within three Business days of receiving purchase order— There is no charge
- Between three business days of receiving purchase order and ten business Days - \$150 cancellation charge per part number effected
- Between ten business days and any placement of material to produce product - \$350 cancellation charge per part number effected.
- Any cancellations received after start of procurement and or manufacturing, will incur a \$350 cancellation charge and any costs associated with material and or labor for each part number effected.

17. Acro Industries policy for Non Recurring Engineering charges

It is understood that with production quantities and standard product that basic Engineering and Quality support is part of the manufacturing environment and costs are amortized into the piece part price. It is however when determined by Acro Industries that a part or project is of a complicated nature, custom or, deemed prototype in nature a NRE will be charged and noted on our quotation. There may be instances when the NRE can be negotiated if a production purchase order is pending or an agreement to pay NRE is in place if a production purchase order is not placed at Acro industries. If however the program is too big or the design support is too great even with a production purchase order then NRE will be non-negotiable.