



Gentec Manufacturing, Inc.

2241 Ringwood Ave.
San Jose, CA 95131

Tel: 408-432-6220
Fax: 408-435-1757

Gentec Manufacturing, Inc.

Terms and Conditions

The following Terms and Conditions are agreed upon between Purchaser and Gentec Manufacturing, Inc. "Seller" upon agreement of purchase order transactions.

Request for Quotations (RFQ)

For most efficient response, please email or fax all Request for Quotations (RFQ) to the appropriate party. Upon receipt of RFQ, a response will be issued within 1-2 business days communicating the time frame that is required to complete the Quote.

All potential Purchase Orders and quality requirements must be referenced on the RFQ. If additional requirements are listed on the Purchase Order which were not communicated on the RFQ, additional charges may apply and Seller reserves the right to reconfirm or rescind quotation.

Purchase Orders

For most efficient processing, please email or fax all Purchase Orders to the appropriate party. Please list Quote number on your Purchase Order for efficient processing.

Purchase Orders will be confirmed with an Order Acknowledgement and communicated via email to the appropriate party. It is the responsibility of the Purchaser to review the Order Acknowledgement for any changes that may be in effect at the time of order. Purchase Orders are not deemed accepted by Seller until an Order Acknowledgement is received from an authorized representative of Gentec Manufacturing, Inc. Significant changes to the Purchase Order terms may require a revised Purchase Order to be issued prior to commencement of production.

Minimum Purchase Order amount is \$100.

Order Cancellation

Cancellation of Purchase Order will be subject to Gentec Cancellation Policy terms, form # SA-4-04. Policy terms are subject to change without notice.

Blanket Orders / Contract Orders

Blanket orders, contract orders or separate releases must be requested on the RFQ. If approved, blanket orders may be authorized for a certain period of time. As a standard no longer than 1 year from original first delivery date. Quantities as listed on the Blanket Purchase Order will be considered firm and deliverable. Any balance due at the end of the blanket order will be shipped and noted as "Expired" on the packing list. Blanket order extensions terms may be requested prior to expiration date. An extension charge may apply. Seller reserves the right to deny any blanket order requests and/or blanket order extensions. Expiration date must be noted on Purchase Order or will be listed on the Order Acknowledgement.

Change Orders

Change order requests must include a copy of the revised Purchase Order for Order Acknowledgement. Purchase Orders will be confirmed with an Order Acknowledgement and communicated via hard copy fax or email to the appropriate party.

A Change Order Fee may apply if a revision to the part drawing or terms of the Purchase Order are altered by the Purchaser. The fee will depend on the timing of the change order and/or the complexity of the request. A minimum \$100 change order

fee may apply for each change order. Drawing revisions that require a new or modified First Article Inspection Report may carry an additional First Article Inspection Report Fee.

Change to a delivery date to a date beyond original agreed upon date also known as a “push out” may result in monthly interest, minimum holding and processing fees depending on the situation and in sole discretion of Gentec management. Gentec reserves the right to deny any and all pushout requests.

First Article Inspection Report (FAIR)

First Article Inspection Report (FAIR) must be requested at the time of quotation. A separate fee will be applied for each first article report requested based on the complexity of the report. This must be listed on the Purchase Order as a separate line item. A minimum \$100 FAIR fee will apply for each report.

If the RFQ does not list a FAIR requirement, but one is listed on the Purchase Order or quality codes, the Order Acknowledgement will list the First Article Inspection Fee as a separate item. The Purchase Order must be revised prior to receipt of the first article report.

Certificates of Conformance (CofC)

Certificates of conformance, along with details of specific certificate requirements, must be requested at the time of order. If requested, Certificates of Conformance can be provided on every shipment.

Material Rejection Reports (MRR)

Discrepancies are requested to be reported within 90 days of receiving of product. Seller will make all reasonable efforts to process discrepancies beyond 90 days based upon actual initial usage date. Rejections initiated by the Purchaser must be communicated to Seller prior to return shipment of goods. Discrepancies must be verified at Seller in order to authorize a Return Authorization and Credit. Seller will act in good faith to verify discrepancies in a reasonable time frame and work with Purchaser to determine the best possible scenario to solve the issue.

If traceability requirements have been requested per Purchase Order, quality specifications and/or drawing requirements, all discrepancies must be returned with the original part label and work order label (if applicable) for traceability. If traceability is not specifically required and parts are returned without original part label and/or work order label, Seller will make every effort to determine the date of manufacture and work order number in order to validate the return. In the cases where a determination cannot be made, Seller reserves the right to deny the return. Those parts deemed non returnable will be returned immediately via ship collect.

Corrective Action Reports (CAR)

If a discrepancy can be confirmed and a CAR is requested by Purchaser, Seller will respond to Corrective Action requests in a reasonable time frame.

New Accounts

All new accounts must be approved for payment terms. Seller credit application or equivalent is required for approval of credit terms. First orders are COD as are subsequent orders until credit terms are approved. Please allow 2-3 weeks for processing. Seller reserves the right to deny credit.

Delinquent Accounts

Accounts beyond 60 days past due date will be sent to collections and will be placed on indefinite COD terms.

Terms and Conditions subject to change without notice.

Standard Manufacturing Terms

ACCEPTING A QUOTE FOR THE MANUFACTURING OF A PART CONSTITUTES THE ACCEPTANCE OF THE MANUFACTURING AGREEMENT BY THE PURCHASER WITH THE SELLER.

The following terms are the "Manufacturing Agreement" and apply between a Seller and a Purchaser with respect to any Purchase Order.

A. Shipment Estimates. Quotes will contain an estimated date of shipment, calculated on the basis of the input data. The term of delivery generated by the online ordering system gives a preliminary indication of planned date of shipment though does not bind Seller in any way. The estimated shipment date is based on the working conditions applicable at the time the Order is concluded and on the punctual delivery of the materials ordered by Seller for the performance of the work. Should a delay rise for which Seller is not responsible, as a result of a change in the aforementioned working conditions, because materials ordered in time for the performance of the work are not delivered on time or outside processing service lead times are longer than estimated, the shipment date shall be extended as required and Seller will not liable for such delay.

B. Risk of Loss. Unless otherwise agreed, all sales of Parts shall be FOB ORIGIN. In the event that Purchaser requires delivery of the Parts otherwise than FOB ORIGIN, Purchaser must contact Seller in order to detail its requirements. Seller, in its discretion, shall arrange the delivery requirements including, without limitation, transport insurance, the mode of transport and any special pack aging requirements. Seller reserves the right to vary the mode of transport if any regulations or other relevant considerations so require. All costs, taxes, duties and charges related to fulfilling any of Purchaser's requests under this provision, shall be paid by Purchaser, unless otherwise agreed by both parties.

C. Limited Warranty; Remedy. Seller represents and warrants to the Purchaser (and not to any third party) that for a period of ninety (90) business days following the delivery of the Part (the "Warranty Period"), that the Part shall conform to the Specifications for such Part. Seller's entire liability and Purchaser's exclusive remedies under this warranty shall be as follows: In the event Purchaser notifies Seller during the Warranty Period that the Part fails to comply with the applicable Specifications in all material respects and Seller has reviewed and confirmed discrepancies identified by Purchaser, Seller will, as Purchaser's sole and exclusive remedy, at Seller's option either : (1) provide Purchaser a replacement Part that conforms to the Specifications or (2) refund the amount paid by Purchaser for the affected Part. No returns will be accepted by Seller unless Purchaser has notified Seller within the Warranty Period and a Return Material Authorization (RMA) is provided by Seller. If Purchaser fails to contact Seller within the Warranty Period, Seller shall have no further obligations with respect to such Part.

D. AS IS; DISCLAIMER. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED HEREIN, THE PARTS PROVIDED UNDER STANDARD MANUFACTURING TERMS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. SELLERS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES OF ANY KIND RELATING TO THE PARTS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY PURCHASER FROM SELLER OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, IN WHICH CASE SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO ALL PURCHASERS.

E. Indemnification. Purchaser agrees to indemnify and hold harmless Seller and its officers, directors, shareholders, agents, licensees, employees, successors and assigns, from and against any and all damages, liabilities, awards, losses, costs and expenses including, without limitation, reasonable attorneys' fees and court costs: (i) arising out of any breach by Purchaser of any undertaking, warranty, representation or agreement contained herein; (ii) arising out of a claim that a Part manufactured by the Seller pursuant to an order hereunder violates any law, regulation or ordinance; (iii) arising out of a claim with respect to the Part (whether arising out of product liability, strict liability, negligence or otherwise), including claims related to any injury, death or damage to any person or property caused by the Part; or (iv) arising out of any claim that any Specification, or Part made in compliance with the Specification, or the manufacturing of the Part, infringes upon or violates any patent, trade secret, copyright, trademark, service mark, right of publicity or other right of any third party.

F. Disclaimer of Certain Damages. SELLER SHALL NOT IN ANY EVENT BE LIABLE TO PURCHASER OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUES, BUSINESS OPPORTUNITIES OR FOR LOSS OF INCOME, BARGAIN, REVENUE, CONTRACTS, GOODWILL, USE, ENJOYMENT, TIME, DATA, OR ELECTRONICALLY TRANSMITTED ORDERS OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR PERSONAL OR PROPERTY

DAMAGE, WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH: (1) THE PARTS, OR THE FAILURE TO PROVIDE THE PARTS IN COMPLIANCE WITH THE STANDARD MANUFACTURING TERMS; (2) THESE STANDARD MANUFACTURING TERMS; (3) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, PARTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED UNDER THE STANDARD MANUFACTURING TERMS; OR (4) ANY OTHER MATTER RELATED TO THE PARTS OR STANDARD MANUFACTURING TERMS, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY.

G. Cap on Liability. UNDER NO CIRCUMSTANCES WILL SELLER BE LIABLE TO PURCHASER FOR MORE THAN THE GREATER OF (I) THE AMOUNT PAID BY PURCHASER DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT(S) GIVING RISE TO LIABILITY HEREUNDER, OR (II) ONE HUNDRED DOLLARS (\$100). CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO PURCHASER, SOME OR ALL OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO PURCHASER, AND PURCHASER MIGHT HAVE ADDITIONAL RIGHTS.