



WS Hampshire - Published Terms and Conditions of Sale

Entire Agreement

WSH's order acknowledgment of a customer's PO together with terms and conditions constitute the entire agreement between WSH, as supplier, and our customers for the sale of goods or services. No change, addition to, charge or waiver of the terms, conditions or specifications contained herein shall be binding on WSH unless approved in writing by WSH's approved representative.

Inconsistencies

If there is any inconsistency between the terms described in the WSH order acknowledgement or the terms and conditions as described in this document, the former shall be controlling and supersede any inconsistent language. If WSH has negotiated and agreed with a customer on a specific supply agreement with specific terms and conditions noted in that agreement, those terms and conditions will become binding on both parties and supersede the normal terms and conditions of sale.

Shipment Delivery Dates

WSH shall not be liable for damages caused by delays in shipments or deliveries resulting from situations beyond the control or knowledge of WSH.

Title and Risk of Loss

Title to and risk of loss of goods sold shall pass to the customer upon delivery to the carrier at the WSH plant.

Payment and Prices

WSH may require full or part payment in advance of producing or shipping goods to customer or require customer to provide an irrevocable letter of credit in favor of WSH from an acceptable issuer. In cases where WSH does not require advance payment, subsequent payment by customer shall become due as determined by the normally established credit terms or by a payment term as agreed to by WSH. Terms of payment by the customer is the essence of this agreement and in the event of failure by customer to make timely payment, WSH may decline to make further shipments, may decline to continue production or may decline to enter orders until default on payment is remedied. WSH may, however, elect to continue to produce and ship parts despite the payment default but in doing so, WSH shall in no way constitute a waiver of such default nor affect WSH's legal remedies. Prices are in US Dollars.

Taxes, Tariffs, Duties, Shipping and Clearance Expenses

Unless otherwise agreed or established and approved by WSH, customer assumes full responsibility, including reporting and payment of all taxes, tariffs, duties, shipping and clearance expenses or other governmental charges arising from the sale or shipment of goods. WSH's invoice may include such charges and/or any expense incurred by WSH in the processing of goods for shipment to the destination specified by the customer.

Freight and Insurance

In the event that WSH agrees to pay freight charges, WSH shall have the right to designate the means of transportation and routing. If, however, WSH agrees to pay freight but customer requires a different means of transportation, the customer shall pay the extra cost involved above and beyond the WSH shipping obligation with said charges acknowledged for payment prior to shipment.

Limited Warranty

WSH warrants to the customer that goods will be free from liens or encumbrances, that good title will be conveyed and that shipped products will be defect free in workmanship and materials as established by acceptable industry quality standards or quality criteria noted with customer orders. WSH's obligations under this warranty are limited to and shall be fully discharged by repairing or replacing any defective part or refunding the value of the goods not to exceed the original per piece price as stated on the order acknowledgement. The choice of repair, replacement or refund will be at WSH's sole discretion. WSH shall not be liable for repairs or alterations made without WSH's prior written approval. WSH shall not be liable for consequential damages or delay caused by defective material. There are no other warranties established, whether express, implied or statutory including the warranty of merchantability or fitness for a particular use, except those set forth in this section.

Liability

WSH shall not be liable for expected profit or indirect or consequential damages. Nor shall recovery of any kind against WSH be greater than the purchase price of the specific goods sold. Customer assumes all risk and liability for loss, damage, or injury to persons or property of customer or those purchasing the goods through customer or others arising out of the use of possession of the goods.

Claims

Customer has 60 business days from receipt of goods and before any part of such goods (except for reasonable test and inspection quantities) has been changed from its original condition to notify WSH and make a quality claim if goods are found to be defective or short in any respect. Failure to inform WSH during this time period or use of delivered goods shall be conclusive that WSH has satisfactorily performed. Goods are only to be returned to WSH with WSH's approval as processed through the "return material" program and failure by the customer to ship goods without such approval will result in the return shipment of goods to customer at the customer's expense.

Patent and Trademark Infringement

If goods are to be manufactured by WSH based on specifications, drawings or materials furnished by customer, the customer agrees to indemnify and hold harmless WSH against any and all loss, damage, or injury arising out of a claim or suit for alleged infringement of any patent or trademark granted by the United States or any foreign government relating to these goods. Customer agrees that in such event it will assume the defense of any and all such suits and pay all costs and incidental expenses. Patents, trademarks or tradenames owned by WSH are the exclusive property of WSH and no license is granted in conjunction with this agreement.

Customer Supplied Materials

When WSH is to produce goods utilizing customer supplied materials, customer will warrant that all goods comply with the material specifications. Customer is to supply material in line with WSH production scheduling and be responsible for associated freight charges. Customer also agrees to supply a volume of material sufficient to meet the production part requirements along with normal scrap caused by typical manufacturing processes.

Tooling

Tooling is often an essential requirement to produce parts for customers in order to meet dimensional requirements under tolerance. These tools are customer specific to make these parts and are subsequently unique to each individual part. WS Hampshire will develop, build, implement and maintain all tooling and fixturing to support production requirements. This cost will be quoted and paid for by the customer but WS Hampshire will retain part ownership based on the proprietary design, fixturing and ongoing maintenance of these tools. If the customer chooses to discontinue a part for any reason, the tooling will be inventoried and not used for any other production without customer approval, but the tooling will remain in inventory at WS Hampshire.

Force Majeure

Neither party to this agreement shall be liable for any loss or damage of any nature whatsoever incurred or suffered as a result of any failure or delays in performance due to any cause or circumstance beyond it's control, including but not limited to any failures or delays in performance caused by any strikes, lockouts, or labor disputes, fires, acts of God, the public enemy, riots, explosives, interference by civil or military authorities, compliance with the laws of the USA or with the orders of policies of any governmental authority, delays in transit or delivery on the part of transportation companies or communication facilities, or failure of raw materials. Regardless of circumstance, customer's inability to pay for the goods shall never excuse customers' performance of their obligations.

Governing Law and Assignments

This agreement and the obligations hereby imposed on WSH and the customer shall be governed by the laws of the state of Illinois unless the goods are to be shipped to a location outside the United States in which case this agreement shall be enforced pursuant to the United Nations Convention on Contracts for the International Sale of Goods.

Disputes

Disputes between the parties, other than claims by WSH against customer for payment for the price of the goods, arising out of this agreement shall be resolved through arbitration conducted in a location as determined by WSH pursuant to the rules of the American Arbitration Association.