



Quality components. Tailored solutions.
Personalized service.

JJISCO STANDARD TERMS AND CONDITIONS

- 1. PRICES.** All prices are F.O.B. shipping point, unless otherwise stated. Prices do not include any foreign, Federal, State or local taxes or other governmental charges upon or with respect to the sale, purchase, production, delivery, storage, processing, use or consumption of any of the goods or services covered hereby. Consequently, in addition to the prices specified, the amount of any such taxes or other governmental charges which JJISCO, Inc. ("Company") may be required to pay or collect under any existing or future law, shall be for the account of the purchaser and added to the invoice. All prices are based on the cost of labor and materials in effect at the time of quotation, and subject to change without notice.
- 2. ACCEPTANCE.** Orders are not binding unless acknowledged and accepted by Company. In addition to another 10 days to cure any corrections.
- 3. CLERICAL ERRORS.** Company reserves the right to correct clerical, typographical, arithmetical or stenographic errors or omissions in quotations, orders, acknowledgments, invoices or other documents.
- 4. CANCELLATION OR CHANGES.** An accepted order is not subject to cancellation or change except on terms acceptable and satisfactory to Company, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of changes in order. Direction by purchaser to cancel may be treated as a repudiation making the purchaser immediately liable for loss, expense and other damages sustained including but not limited to a minimum thirty percent (30%) handling and transportation charge on returns for credit. If this order is canceled or delayed, purchaser shall indemnify Company for all costs incurred by Company and for all damages sustained by Company due to cancellation or delay.
- 5. FAILURE TO DELIVER.** Company shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its control, including without limitation, acts of God; acts of purchaser; Government action (civil or military) taking or preempting Company's production facilities; legal interferences; fires; labor difficulties; wars or hostilities; terrorism, insurrections or riots; embargoes; equipment breakdown; accidents or delays in transportation; weather; material or manufacturing facilities; or any like or dissimilar cause beyond Company's control. In the event of any such delay, the delivery shall be extended for a period equal to the time lost. Company has the right to furnish suitable substitutes for materials that cannot be obtained because of above causes. Delivery dates are from receipt of order AND prints, whichever is later, to be furnished by the purchaser. Delivery dates are estimates and not guaranties and purchaser understands and agrees to delays in delivery. Overtime and other costs incurred to hasten delivery at purchaser's request shall be added to the stated prices and paid by the purchaser. Goods ready for delivery can be deferred beyond date for delivery only with the Company's consent. Goods and/or services provided by Company may be made in China, Europe, or North America.
- 6. RISK OF LOSS.** Company assumes no responsibility for delays, breakage, or damage after having made delivery to a carrier, at which time all risk of loss for any cause passes to purchaser. Unless otherwise specified, packing will be for domestic shipping and meet the requirements of United States common carriers. Costs for special packaging, boxing, crating, skidding or other similar items shall be added to stated prices.
- 7. CLAIMS.** No claim for variances from or shortages in orders will be considered by Company unless presented to it in writing within thirty (30) days after receipt of goods. Quantity variation of ten percent (10%), over or under stated quantities, constitutes acceptable delivery, unless otherwise specified in writing by Company. No claim will be allowed for damage caused by purchaser or damage in transit.
- 8. PAYMENT.** If the financial condition of the purchaser at any time does not, in the sole discretion of Company, justify continuation of the work to be performed by Company on the terms of payment as agreed, Company may require full or partial payment in advance or shall be entitled to cancel any order then outstanding and receive reimbursement for its reasonable cancellation charges, and in the event of bankruptcy or insolvency of the purchaser or in the event any proceeding is brought against the purchaser, voluntary or involuntary, under the bankruptcy or any insolvency laws. Company shall be entitled to cancel any order then outstanding, and shall receive reimbursement for its reasonable cancellation charges. The return of materials to Company shall not terminate purchaser's liability for payment of purchase price and compliance with all other orders and terms.
- 9. DEFAULT.** Company may make partial shipments and each shipment shall be treated as a separate transaction, but in the event of any default by the purchaser, Company, without prejudice to any other remedy provided herein or by law, may treat such default as breach of the entire contract or may defer further deliveries until such default is cured, in which latter event, if Company so elects, the dates of all subsequent deliveries shall be extended for a period equal to the length of time of such deferral. If, despite any default by the purchaser, Company elects to continue to make deliveries, its action shall not constitute a waiver of any default by the purchaser or in any way affect Company's remedies provided herein or by law for any such default.
- 10. LIMITED WARRANTY.** Company warrants only that the goods and/or services sold by Company shall be free from defects in material and workmanship under proper and normal use for a period of 30 days from the date of shipment. Defects or conditions due to unusual specifications or tolerances; that do not impair service; use for which goods and/or services are not designed or specified; normal wear and tear; are beyond Company's control and excluded from this limited warranty. Company is not liable for distortion, materials, equipment, purchaser's agents and employees, or other variables out of Company's control. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE OR OTHERWISE.
- 11. LIMITATION OF LIABILITY.** Company's obligation under its limited warranty is exclusively limited to the correction or replacement free of charge, F.O.B. shipping point, of such goods or services as are found to be defective in material or workmanship on the condition that the purchaser gives prompt written notice to Company of any claimed breach of warranty within thirty(30) days, and, if requested, returns the defective goods to Company. Company will not assume any expense or liability for correction made to its goods or services without its prior written consent. Company reserves the right to satisfy its warranty obligation in full, with respect to defective goods or services, by the payment to the purchaser of all sums paid by the purchaser to Company for such goods or services. IN NO EVENT SHALL COMPANY BE LIABLE FOR CLAIMS (BASED UPON BREACH OF STATUTORY, EXPRESS OR IMPLIED WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, FOR ANY OTHER DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL OR SPECIAL - INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS AND REVENUE, LOSS OF USE OF GOODS OR ASSOCIATED PRODUCTS, BUSINESS INTERRUPTION, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF CUSTOMERS OF PURCHASER FOR SUCH DAMAGE. In addition, if JJISCO or their representative furnished Purchaser with advice or other assistance regarding any goods or services hereunder, or any system or equipment in which any such goods may be installed, the furnishing of the advice or assistance will not subject JJISCO or its representatives to any liability, whether based on warranty, tort (including negligence, or any other grounds.
- 12. RETURN OF MATERIALS.** Materials or goods may not be returned to Company for correction, replacement, credit or otherwise, without its prior written authorization. All transportation costs incident to the shipment of any material to or from Company under this or the foregoing paragraph shall be charged to the purchaser. No claim by purchaser will be permitted except for work done with the written consent of Company, and Company assumes no liability for repairs or work performed outside of Company's facilities without its written consent.
- 13. WAIVER.** No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision or of any breach thereof. There are no understandings, conditions or agreements relative to this order that are not fully expressed hereon.
- 14. TERMS, INTEREST AND COLLECTION COST.** Terms of payment for this order are set herein. All sums not paid according to said terms shall bear interest at the rate of one percent (1%) per month. In the event it is necessary to place any claim with an attorney for collection, purchaser shall pay Company reasonable costs of collection, including reasonable attorney's fees, upon demand by Company.
- 15. APPROVALS.** The purchaser shall inspect, check and approve all materials to specifications, including quantities. The failure by purchaser to disapprove within fourteen days after Company has submitted the materials shall conclusively constitute approval by purchaser. Purchaser will allow extra charges for authorized or requested changes. Company is not responsible for any errors on purchaser's order or plans, and purchaser shall reimburse Company for additional costs resulting from such errors.
- 16. LIABILITIES.** Purchaser agrees to defend, protect, and save harmless Company and its suppliers against all suits from all damages, claims and demands, including reasonable attorney's fees, for actual or alleged infringement of any patent, copyright, trademark or tradename by reason of Company's execution of the plans, directions, requirements, or specifications of purchaser.
- 17. PURCHASER'S PROPERTY.** Company shall have the right to scrap or dispose of, without liability, prints or samples submitted by purchaser, as well as other property belonging to purchaser unless written directions for shipment of such items are given to Company within 10 days after notification by Company.
- 18. MODIFICATIONS.** Modifications made to print or specifications of purchaser to produce acceptable materials will be at the discretion of the Company.
- 19. ORDERS.** These terms and conditions shall be deemed included as part of any order or orders placed with Company by purchaser or its agents. Purchase orders containing language which modifies, adds to, conflicts with, contradicts, is repugnant to or is in any way inconsistent with Company's terms and conditions of sale as contained herein are accepted by Company only on the express condition that any such language in such purchase orders shall be void and inoperative, and that the liabilities or obligations of Company shall be determined solely by Company's own terms and conditions of sale. No terms or conditions other than those stated herein, and no written or oral agreement that purports to vary these terms and conditions, shall be binding upon Company.
- 20. SECURITY INTEREST OR LIEN.** Company has a perfected purchase money security interest or lien on any molds, tools, dies, parts, equipment or other property of purchaser in the possession of Company, its agents or subcontractors, for any unpaid amount due from purchaser. In the event purchaser shall be in default in the payment of its account, Company may enforce such security interest or lien in conformity with Wis. Stat. ch. 409, subch. VI. In addition to, but not by way of limitation of any other rights or remedies which Company may have pursuant to law, Company reserves the right to use purchaser's molds, tools or dies to make and sell parts therefrom to any other person or business if purchaser's account is not paid in full within 90 days. Such sales shall not be deemed infringement of any patent or trademark thereon, of which the purchaser is owner or licensee.