

## **TERMS AND CONDITIONS**

**Validity:** Prices based upon predictable costs at time of quotation. Variances in design, material, or labor costs may necessitate a revision of offered price. Price quotation(s) and or other written agreement(s) are valid for a period of thirty (30) days from issue date unless otherwise stated in writing, subject to cost variance adjustments referred to above.

**Acceptance:** Quotation(s), order(s), agreement(s), delivery or modification(s) thereof are contingent upon and subject to any and all occurrences beyond our control. Coastal Manufacturing Inc. is not responsible for any consequential or incidental loss or damage which results from such occurrence.

**Liability:** Coastal Manufacturing Inc.'s total liability for any cause is limited to the cost of direct labor and material utilized in Coastal Manufacturing Inc.'s production process. Coastal Manufacturing Inc. is not liable in part or total for consequential or incidental loss or damage(s).

**Payment:** On approval of credit, payment terms will be established. A late charge of 1-1/2% per month (18% per annum), or \$30 per month, whichever is greater, may be added to accounts past due. Invoices shall be paid in U.S. dollars.

A \$30.00 handling fee shall be assessed on all returned checks. Should collection or legal action become necessary to collect an account, the purchaser agrees to pay all reasonable costs including, but not limited to, collection agency fees, attorney's fees, whether or not suit is commenced, and including any such fees and costs incurred because of bankruptcy proceedings and court costs.

**Billing:** Billing discrepancies must be addressed within thirty (30) days of invoice date. Failure to identify and provide notice of discrepant invoices may result in said documents standing as presented.

**Shipment:** All shipments are F.O.B. Everett, Washington unless otherwise stated in writing. Coastal Manufacturing, Inc. assumes no liability for materials damaged by commercial or common carrier. Coastal Manufacturing, Inc. requires notification of discrepancies on packing slips and/or freight damage within five (5) days of receipt of shipment.

**Warranty and Disclaimer:** Coastal Manufacturing, Inc. warrants materials and workmanship to be free of defects for a period of ninety (90) days after original shipment date. Coastal Manufacturing, Inc. offers no recourse for items found defective or damaged for any cause reported ninety (90) or more days after original shipment date. Coastal Manufacturing, Inc. is not responsible for physical damage to material/parts while in the possession of the purchaser. Except as stated in the preceding sentence, Coastal Manufacturing, Inc. makes no warranties or representations of any nature, expressed or implied. Purchaser expressly acknowledges that there are no implied warranties of merchantability or fitness for a particular use or purpose.

**Returns:** Items returned to Coastal Manufacturing, Inc. for any reason must be pre-authorized. Packages must be clearly marked with a Return Material Authorization (R.M.A.) number that has been issued by Coastal Manufacturing, Inc. Failure to comply will cause processing delay. An R.M.A. number may be obtained by calling 425-407-0624 Monday – Friday during normal business hours, 8:00 a.m. – 4:00 p.m. Pacific Standard Time. Information regarding the return of material/parts to Coastal Manufacturing, Inc. may be obtained from the Sales Department. All returns must be dated no later than ninety (90) days after original shipment date.

Coastal Manufacturing, Inc. reserves the right to interpret the cause of damage to material/parts returned by the purchaser. The purchaser's account will be debited for damage deemed "customer inflicted" by mishandling, improper packaging, or storage.

**Note:** Material/parts delivered to Coastal Manufacturing, Inc. without prior authorization are subject to refusal and may be returned freight collect.

**Rework:** Rework of material/parts not covered under the manufacturer's warranty is considered "salvage work". Such work is accepted on a "best effort" basis and no liability shall be assumed by Coastal Manufacturing, Inc. unless previously agreed upon in writing prior to commencement of rework.

**Tooling:** Tooling charges may be subject to special billing and payment requirements. Unless otherwise stated, all such orders are subject to a 50% tooling down payment. Remaining charges are payable upon approval of first parts fabricated on said tool.

Tooling payments shall be presented in conjunction with respective material/part orders and are subject to Coastal Manufacturing Inc.'s order acceptance provisions. Tooling charges are subject to Washington State sales tax.

**Acceptance:** This offer may only be accepted on the terms and conditions contained herein. Coastal Manufacturing, Inc. will not be bound by the modification of any of the terms and conditions contained herein unless contained in writing signed by Coastal Manufacturing, Inc.