



## **Terms and Conditions of Sale**

1. Unless otherwise stated, all prices quoted are firm for 30 days. After 30 days prices are subject to adjustment.
2. Unless otherwise stated, all products are F.O.B. Saginaw, no provision for freight or insurance of delivery has been included.
3. Price estimates rely upon the volume provided by the Buyer. Significant quantity variations from the estimated volumes could result in higher prices.
4. Pricing is based on CIGNYS' interpretation of the information provided by the Buyer. Pricing is subject to adjustment if any requirements are changed subsequent to the original quotation.
5. CIGNYS is not registered to collect sales tax in any state. Any tax on taxable purchases should be remitted to your respective state as a use tax (or the equivalent).
6. Any increase in any tax or governmental charge (or newly enacted tax or governmental charge) which becomes effective after the date hereof and which increases the cost to CIGNYS for producing, selling, or delivering the material or of procuring materials used therein, may, at CIGNYS' option, be added to the price herein specified.
7. Orders are subject to acceptance and approval by CIGNYS. An order when acknowledged by CIGNYS cannot be canceled, terminated or modified by the Buyer in whole or in part except with CIGNYS' written consent and then only upon terms and conditions then to be agreed upon which shall include protection of CIGNYS against all loss.
8. Orders are accepted subject to the conditions that, unless specified by Buyer and accepted by CIGNYS: Buyer's application of the material sold is not nuclear safety related; CIGNYS is not bound by any nuclear quality assurance code; the material is also not intended for use in aircraft.
9. CIGNYS warrants to the original purchaser only, each new product manufactured and sold by CIGNYS, to be free from defect of material, and workmanship during normal service and use. CIGNYS' obligation and liability herein shall be limited to providing a replacement product for any product which shall be returned by said purchaser within twelve (12) months from the date of purchase to CIGNYS for examination; and only after receiving CIGNYS' written authorization therefore and after which said examination shall reveal the product(s) to have been defective.

CIGNYS IS NOT LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES TO SUCH PURCHASER ARISING OUT OF ANY SUCH DEFECT AND PROVIDES NO OTHER WARRANTY OF FITNESS OR MERCHANTABILITY EITHER EXPRESSED OR IMPLIED.



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This warranty shall not apply to any CIGNYS' product which has been repaired, modified or altered in any way or which has been subjected to negligent or careless handling or use after leaving CIGNYS' custody and control so as in CIGNYS' judgment, to have adversely affected the product's performance and reliability, nor to any product which has been used for any purpose for which it has not been designed or intended. No one shall have the authority to modify or expand the terms of the warranty without the express written approval of a duly designated officer of CIGNYS.

10. Except for the foregoing warranty, CIGNYS makes no other warranties express or implied. CIGNYS expressly disclaims any implied warranty of fitness for a particular purpose. CIGNYS, upon request, may furnish to Buyer such technical advice as it may be able to supply with reference to the use by Buyer of any material delivered hereunder. CIGNYS, however, assumes no obligation or liability for the advice given or results obtained. Buyer expressly agrees that it will implement any advice thus given at its own risk and agrees to indemnify and hold harmless CIGNYS against any liability, costs or expenses resulting there from.
11. Unless product is proprietary to CIGNYS or otherwise specified in the customer order documentation;
  - 11.1. Buyer is to provide and maintain detailed drawings and math data as required.
  - 11.2. Buyer has ultimate responsibility for product design.
  - 11.3. The following manufacturing tolerances and finishes are assumed:
    - 11.3.1. Fractions:  $\pm 1/16$
    - 11.3.2. .X:  $\pm .03$
    - 11.3.3. .XX  $\pm .01$
    - 11.3.4. .XXX  $\pm .005$
    - 11.3.5. Angles:  $\pm .5^\circ$
    - 11.3.6. Finish: 125  $\mu\text{in}$
  - 11.4. Buyer will conduct all system testing.
12. Weld testing specific to each assembly is based upon CIGNYS' standard methodology.



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13. Promptly upon receipt of all material delivered hereunder, Buyer shall inspect such material for any damage, defect or shortage. All claims for shortage or non-delivery and any claim for damage or defect which would reasonably be discoverable in the course of such investigation shall be waived unless Buyer shall notify CIGNYS of the same within thirty (30) days after receipt of the material to which the claim relates. In any event, Buyer's exclusive remedy for shortage or damaged or defective material (whether or not occurring as a result of CIGNYS' alleged negligence or gross negligence) or any other cause whatsoever shall be return of the purchase price of the material or services in respect of which the claim is made, or, at CIGNYS' option, the repair or replacement of such material or services. CIGNYS shall not be liable for, and Buyer assumes responsibility for, all personal injury and property damage resulting from the handling, possession, use or resale of the material, whether the same is used alone or in combination with other materials. In no event shall CIGNYS be liable for incidental or consequential damages, whether Buyer's claim is in contract, negligence or otherwise. Transportation charges for the return of the material shall not be paid unless authorized in advance by CIGNYS.
14. Open credit terms shall be established by CIGNYS prior to order entry, unless Buyer agrees to special terms such as cash in advance, cash on delivery, credit card payment etcetera. Standard payment terms are 30 days net from date of invoice. Upon failure by the Buyer to make any payment according to credit terms, CIGNYS shall have the right to declare all open accounts immediately due and payable and may defer further shipment until all accounts are paid. If the financial ability of Buyer becomes impaired or unsatisfactory to CIGNYS, cash payment or security satisfactory to CIGNYS may be required before shipment.
15. All delivery dates are approximate; deliveries will be made on those dates or as close thereto as practicable.
16. This contract constitutes the full understanding of the parties and a complete and exclusive statement of the terms of the agreement. No modification of this contract or waiver of any of its terms or conditions shall be of any force or effect unless made in writing and signed by the party claimed to be bound thereby. No modification of this contract shall be effected by the acknowledgment or acceptance of purchase order or shipping instruction forms or any other document containing terms or conditions at variance with or in addition to those set forth herein, all such varying or additional terms being hereby objected to. By ordering for shipment any material under this contract, Buyer agrees to all the terms and conditions contained herein.