



## Terms & Conditions (PEMCO - USA)

PM-PA-TCUSA

All sales made by **Precision Equipment & Materials, Inc. – PEMCO (“Seller”)** to any “Buyer”, defined as a person, company or legal entity requesting a quote or sending a purchase order to the **Seller**, are subject to the following terms and conditions:

1. All sales of goods by **Seller** are subject to these terms and conditions. Any additional or different terms and conditions proposed by **Buyer** are expressly rejected, unless a formal signed document exists, in which both parties (**Buyer** and **Seller**) acknowledge the applicable modification of any clause(s). These terms and provisions comprise the entire agreement regarding the sale of the goods by **Seller**; there are no agreements, understandings, promises or conditions, oral or written, express or implied, regarding the sale of the goods by **Seller** that are not merged in and superseded hereby. Regardless of the place of contracting, place of performance or otherwise, this contract shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice of law rule that would cause the application of the laws of any other jurisdiction. The exclusive jurisdiction for disputes relating to the sale of goods by **Seller** to **Buyer** are courts in the State of California and each party consents to jurisdiction thereof.
2. All orders are non-cancellable. All sales are final. **Buyer** shall not return goods, whether conforming or non-conforming to **Seller** without Seller's written consent, which consent is subject to Seller's sole discretion. Authorized merchandise returns, for standard merchandise, may be subject to a restocking charge up to twenty-five percent (25%). No authorization for return will be allowed, under any circumstances, for customer-specific material or made-to-order items.
3. All purchase orders sent by the **Buyer** to the **Seller** are considered a non-cancellable, untransferable, and non-returnable service contract. If the information included within the purchase order is considered incorrect by the **Seller**, the **Seller** will contact the **Buyer**. **Buyer** must send an updated and revised purchase order and the Seller's responsibility will commence once the correct purchase order is received.
4. Any delays or setbacks caused by the reception of a purchase order with incorrect information are responsibility of the **Buyer**.
5. **Seller** commits to confirming purchase order processing in a timelapse which does not exceed 24 working hours from the date and time of reception, if the order is considered valid and does not require any adjustments or changes from the **Buyer**. The confirmation of quote requests by the **Seller** will also take place within the same timeframe but does not constitute the formal quote in most cases. The timeframe required for the quote to be delivered to the **Buyer** will depend on the manufacturer or supplier, and the information provided to the **Seller**.
6. Unless payment terms have been previously authorized by the **Seller**, the total balance listed in the sales order must be paid in advance as a form of confirmation of acceptance by the **Buyer**. Payment terms may also change over time, depending on various circumstances. If the **Buyer**

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requires payment terms, a special form must be requested and completed for it to be reviewed and accepted by the **Seller**. Any changes or modifications regarding payment terms must be requested by the **Buyer** for authorization. A formal written document must describe the requested changes before any modifications to the payment terms become effective. Any pending balance on behalf of the **Buyer** which exceeds the previously authorized payment terms, will be subject to a 1.5% monthly moratory fee (18 % annual), or the maximum applicable amount authorized by law, estimated monthly, and will continue to accumulate on itself as long as the pending balance remains unpaid by the **Buyer**. If the **Buyer** fails to pay off any unpaid balance after a 15-day grace period, the **Buyer's** account will suffer a temporary hold which will limit the **Buyer's** ability to request quotes, receive any pending materials belonging to open purchase orders and/or processing of new purchase orders, until the balance gets taken care off.

7. Quoted prices may vary without prior notice from the **Seller**. Quotes are valid for a 30-day period from the date of creation. This does not apply for made-to-order or quote-per-event items. If the manufacturer raises or adjusts the price of any given product once a purchase order has been sent by the **Buyer**, the **Seller** will contact the **Buyer** so the necessary changes to the purchase order can be made before proceeding with the processing of the order.
8. **Buyer** is responsible for paying any applicable taxes or fees, derived from the use, sale or profit obtained from the purchased product(s) from the **Seller**. In the same way, **Buyer** is responsible of paying any additional fees related to handling, shipping, exporting, importing, or manipulating the purchased product. Applicable sales tax derived from the sales transaction from the **Seller** to the Buyer, will be handled by the **Seller**. Quoted prices by the **Seller** exclude taxes, handling and shipping fees, export fees, tariffs and/or any applicable charges, fines or penalties derived from the improper use or manipulation of the purchased products by the **Buyer**.
9. Purchased items will be delivered FOB (Free on Board) and the delivery of these goods will take place in the registered address submitted via the registration process from the **Buyer**. To register additional delivery addresses, or changes to any of the previously registered addresses, the **Buyer** must complete the necessary process by contacting their assigned sales representative or inside sales representative. Some shipping, handling and logistics charges may apply after the purchased products arrive at the **Seller's** facility. The **Seller's** responsibility in relation to the purchased products ends once the product is delivered to the previously registered delivery address, regardless of the address belonging to a broker or agency. If the **Buyer** needs to return any product to the **Seller**, a previous written approval from the **Seller** must exist, and the items must be returned to the FOB address to which these items were originally delivered.
10. The **Seller** has the right to deliver and invoice partial quantities according to availability and/or minimum order quantities. In the same way, **Buyer** must order items according to previously quoted MOQs for a total minimum of \$95 USD, or the equivalent in Mexican pesos.
11. The **Buyer** accepts partial shipments or deliveries. If the **Buyer** does not want to accept partial shipments or deliveries, the **Seller** shall provide an updated delivery date once the remaining partial is confirmed by the manufacturer or supplier. The **Buyer** is required to pay for this partial delivery of items, regardless of the **Seller's** ability to fulfill the rest of the order.

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12. EXCEPT AS EXPRESSLY SET FORTH IN A WRITTEN DOCUMENT ISSUED BY **SELLER** THAT IS LABELED "WARRANTY", **SELLER** MAKES NO, AND EXPRESSLY DISCLAIMS ANY, WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, DESIGN, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. **Seller's** sole liability and **Buyer's** sole remedy hereunder shall be limited to the replacement or repair of defective goods or, at **Seller's** option, the refund of the purchase price thereof. **Seller** is not responsible for the manufacturer's final decision and shall inform the **Buyer** in time of the manufacturer's determination.
13. **Buyer** agrees to share product related information with the **Seller** in an orderly and timely manner in case of any non-conformance, issue or failure involving any product sold by the **Seller**. This information must be shared within the first (10) natural days after being received by the **Buyer** in the previously specified delivery address. If the purchased items are not intended for immediate use, the **Buyer** must notify the **Seller** of any non-conformance or issues related within the first (10) natural days after detecting such issue or non-conformance occurs. If any of the previously defined conditions is not met, the **Buyer** will have to contact the manufacturer directly, freeing the **Seller** from any responsibility in regard to the previously defined goods.
14. Any advice or technical information required by the **Buyer** to the **Seller** can be used by the **Buyer**, at the **Buyer's** sole discretion and risk. The **Seller** does not take responsibility for the manufacturer's declared information and the veracity of such data. **SELLER** DISCLAIMS ANY AND ALL RESPONSIBILITY, RISK OR LIABILITY ARISING FROM THE USE OF INFORMATION PROVIDED TO THE **BUYER**, GENERATING FROM THE MANUFACTURER OR MAIN SUPPLIER.
15. **Buyer** and **Seller** assume no contingencies will impede or affect the **Seller's** capacity to obtain or have access to labor, materials, energy, transportation, storage space, as well as contingencies with the ability to impact the **Seller's** capacity to receive goods in a timely manner at the **Seller's** registered locations. The **Seller** has the right to cancel or modify any existing order in the event of any of the previously defined contingencies occurring.
16. The modification or adaptation of the previously defined terms and conditions is prohibited, unless a current, written authorization and agreement exists between the **Buyer** and **Seller**.
17. Any information provided by the **Seller** related to the manufacturers and their goods, including information obtained via their websites, is transferred from the manufacturer to the **Buyer** "AS IS", without any guarantee, accountability, or responsibility from the **Seller**.
18. The **Seller** cannot guarantee the website is digital risk free, including viruses, malware and or potentially harmful risks associated to the use of any website or file obtained from the previously mentioned source.
19. The **Seller's** business hours range from 8:00 am to 5:00 pm, from Monday to Friday (Local Time), and any required services or activities which exceed the previously established business hours may translate into additional fees or charges.
20. Any special requirements or material rework may result in additional fees or charges to the **Buyer**, and these will be reflected in the quote and/or confirmation of sales orders originating from the **Seller**.

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21. If the delivery of goods is not possible due to the **Buyer's** inability to receive such goods, or the **Seller's** waiting time when delivering goods exceeds a time span of 20 minutes, the delivery of these goods will be reprogrammed according to route availability. These failed attempts to deliver goods, not caused by the **Seller**, may be subject to additional charges.
22. Any complaints or suggestions shall be addressed to [quality@pemcoautomation.com](mailto:quality@pemcoautomation.com) for proper processing and the **Seller** must provide follow-up in a time span no longer than 3 working days. In case the response from the **Seller** requires additional follow-up actions, the time frame required to concrete these actions may vary according to specific needs or requirements.
23. **Buyer** accepts the terms and conditions described within this document at the moment any quote is received from the **Seller** and/or by sending the **Seller** a purchase order for processing.