

Forward Components' Terms and Conditions of Sale:

1. Acceptance of this order is expressly limited to the terms and conditions of this order, and this order shall not be modified or supplemented except in writing signed by an authorized representative of the seller.
2. Seller represents and warrants that the goods and services furnished comply with the form, fit, and function per the manufacturer's specifications. The seller makes no other warranty, express or implied with respect to the products. The seller makes no warranty regarding the merchantability of the products or their suitability or fitness for any purpose or use.
3. All returns from the Buyer are subject to pre-authorization by the Seller, must be accompanied by the RMA number issued by the Seller, and are subject up to a 25% restocking fee. The Buyer shall provide an engineering test report upon the request of the Seller prior to the authorization by Seller of any returns.
4. If the Seller commences an action against the Buyer regarding this Sales Order, the Seller in such an action shall be entitled to recover its attorneys' fees and expenses from the buying party.
5. The Seller's liability pertaining to this Sales Order is limited to the purchase price indicated and buyer's recovery from Seller for any claim shall not exceed Buyer's purchase price for the products irrespective of the nature of the claim, whether in contract, tort, warranty, or otherwise. Buyer shall not in any event be entitled to, and Seller shall not be liable for indirect, special, incidental or consequential damages of any nature including, without being limited to, loss of product, promotional or manufacturing expenses, overhead, injury to reputation or loss of customers.
6. The Buyer and their subcontractors shall maintain public liability insurance as expressly indicated under the terms of this order.
7. With the sole exception of returns authorized by the Seller for product or service quality considerations, this order is considered non-cancelable and non-returnable.
8. The buyer shall provide all requested reference materials necessary to establish credit worthiness in an amount equal to the total dollar value of this order. The Seller, prior to the acceptance of the Buyer's purchase order, must grant credit approval for this transaction. All payments and costs due regarding this order past the payment conditions contained herein are subject to a monthly 1.5% finance charge.
9. The Buyer shall provide upon the request of the Seller, or have filed on record with the Seller, a valid re-sale certificate or the appropriate sales tax will be added to the invoice amount.
10. If exported from the United States of America, any shipments pertaining to this order follow all Export Administration Regulations and diversion contrary to United States law is prohibited.
11. In the event of a conflict of terms and conditions between the Buyer's purchase order or the Seller's order form and the terms and conditions stated herein, the latter shall prevail.
12. This Agreement is deemed entered into and performed within the State of California and shall be governed by the laws and jurisdiction of the State of California.