

## AW COIL (Advanced Wire Coil Technology LLC) – Terms and Conditions of Sale

(Rev. June 2023)

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### 1. NATURE OF THIS DOCUMENT

**AW COIL** (Advanced Wire Coil Technology LLC) (“Seller”) sells Products as described in its quotations and invoices solely under these Terms and Conditions. Any conflicting terms from Buyer are rejected unless expressly agreed in writing.

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### 2. TERMINATION AND CANCELLATION

Seller may terminate any order due to unsatisfactory credit or other reasonable grounds, with notice and without liability. Buyer may not cancel orders for custom Products. Standard catalog Products may be canceled within 48 hours; otherwise, cancellation is subject to charges.

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### 3. PRICES AND PAYMENT

Prices are Ex Works Seller’s facility in the USA or its designated warehouse in Asia, excluding all taxes, duties, or charges unless specified. Prices may adjust for raw material cost increases above 1% or new tariffs. Payment terms are Net 30 days from shipment. Late payments accrue interest at 1.5% per month or the maximum allowed by law.

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### 4. PRICE ESCALATION AND TARIFFS

Buyer agrees to pay for any raw material cost increases or government-imposed tariffs applicable to the Products, with advance notice where practical.

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### 5. BUYER-REQUESTED CHANGES AND DELAYS

Any changes requested by Buyer must be agreed in writing and may incur additional costs and schedule impact. Buyer-requested delays over 30 days may result in storage fees at 1.5% per month.

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### 6. CANCELLATIONS AND CHARGES

Orders canceled after 48 hours are subject to a minimum \$250 fee plus restocking, work-in-process, raw materials, and setup charges. Custom Products are non-cancellable. Repeated delays may result in Seller shipping goods at Buyer’s cost.

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## **7. DELIVERY, FREIGHT AND RISK OF LOSS**

All deliveries are Ex Works Seller's facility in the USA or Asia unless otherwise agreed. Risk and title pass to Buyer upon handover to carrier or pickup. Seller is not liable for transit damages or delivery delays.

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## **8. PURCHASE QUANTITIES; SAMPLES**

Deliveries within  $\pm 10\%$  of ordered quantity are deemed complete. Samples may be provided at Seller's discretion and pricing.

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## **9. SERVICE AND REPLACEMENT PARTS**

If Seller discontinues a Product, Buyer may purchase a reasonable final quantity within 90 days of notice. Service parts thereafter are at Seller's discretion.

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## **10. WARRANTIES AND REMEDIES**

Seller warrants Products are free of material and workmanship defects for 12 months from shipment. Seller's sole obligation is repair, replacement, or credit, at its option. This warranty excludes misuse, third-party damage, or modifications.

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## **11. INDEMNITY**

Buyer shall indemnify and hold Seller harmless against claims resulting from Buyer's use, resale, or misapplication of the Products.

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## **12. TOOLS, DIES AND GAUGES**

All tools, dies, and gauges remain Seller's property, even if partially paid for by Buyer.

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## **13. PATENTS AND TRADEMARKS**

Seller will defend valid third-party claims that standard Products infringe U.S. patents or trademarks, provided Seller controls the defense. Liability is limited to replacement or refund.

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## **14. MODIFICATIONS, ASSIGNMENTS, APPLICABLE LAW**

No modification is binding unless in writing and signed by Seller. The Agreement is governed by Florida law. Venue is exclusively in Florida, USA.

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**15. FORCE MAJEURE (EXCUSABLE DELAY)**

Seller is not liable for delays due to causes beyond its control, including supply chain disruptions, labor disputes, or governmental actions.

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**16. MANUFACTURING LOCATIONS**

Seller reserves the right to manufacture Products in the USA and/or Asia, at its discretion.