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Terms and Conditions of Sale

These Terms and Conditions govern the sale of products and services by JIT Fabrication Inc. ("JIT") to the Customer. By placing an order with JIT, the Customer agrees to the following terms:

1. Warranty

- JIT provides a limited warranty of one (1) year on all parts manufactured.
- This warranty covers defects in materials and workmanship under normal use and service conditions.
- Warranty claims must be submitted within the warranty period, and JIT reserves the right to inspect and validate claims before any replacement or repair is offered.

2. Exclusions from Warranty

- JIT is not liable for any damages to parts caused by:
 - o Improper use, handling, or modification.
 - Storage under unsuitable environmental conditions.
 - o Inclement weather or other conditions beyond JIT's control.
- The warranty does not cover parts that have been damaged, used improperly, or altered after delivery.

3. Tolerances and Specifications

- If no specific tolerances or quality specifications are provided by the Customer, JIT's standard tolerances and quality specifications shall apply.
- Any disputes regarding tolerances or specifications must be communicated to JIT in writing prior to production.

4. Shipping and Delivery

 Shipping dates provided by JIT are estimates only and are subject to change due to unforeseen circumstances, including but not limited to inclement weather, supply chain delays, or operational disruptions.



- In such cases, JIT reserves the right to reschedule shipping or delivery to a later date without liability for delays.
- All shipping costs, unless otherwise agreed, are the responsibility of the Customer.

5. Order Acceptance and Changes

- Orders are considered accepted only upon written confirmation from JIT.
- Any changes or cancellations to an order must be communicated to JIT in writing and may incur additional charges based on the stage of production.

6. Payment Terms

- Payment terms shall be as outlined in JIT's invoice or quotation.
- Late payments may incur interest at the rate of 1.5% per month (18% per annum) or the maximum allowable by law.

7. Limitation of Liability

- JIT's liability is limited to the repair or replacement of defective parts, at JIT's discretion.
- JIT is not liable for indirect, incidental, consequential, or punitive damages arising from the use, misuse, or inability to use the parts supplied.

8. Force Majeure

• JIT shall not be held responsible for delays or failures in performance caused by circumstances beyond its reasonable control, including but not limited to acts of God, labor disputes, supplier failures, transportation disruptions, or governmental actions.

9. Inspection and Acceptance

- The Customer should inspect all parts upon delivery. Any claims for shortages, damages, or non-conformance must be made in writing within 30 days of delivery.
- Failure to notify JIT within this period constitutes acceptance of the delivered goods.

10. Indemnification

The Customer agrees to indemnify and hold JIT harmless from any claims, damages, or expenses
arising out of the use or resale of parts, except where such claims arise from JIT's gross
negligence or willful misconduct.

11. Governing Law



• These Terms and Conditions are governed by the laws of the State of Washington, without regard to its conflict of laws principles.

12. Severability

• If any provision of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13. Entire Agreement

• These Terms and Conditions, together with any written quotation, invoice, or purchase agreement, constitute the entire agreement between JIT and the Customer and supersede any prior understandings or agreements.