

Brigitflex, Inc.

## Standard Terms & Conditions

**The Company.** Brigitflex, Inc. is a woman owned corporation, qualified as a Minority Contractor, manufacturing prototype and special order flex circuit boards, and a developer of circuit board applications, herein referred to as "Company"

**Special Order.** All customer orders are treated as special order. No customer P.O. shall be deemed accepted until a copy of the Company's standard P.O. including these Terms and Conditions have been signed by the customer and returned to the Company. No change order shall be effective unless in writing and accepted in writing by the Company.

**Payment Terms.** Net 30 days (to credit approved customer). C.O.D. to all other customers. The customer agrees to indemnify and hold the Company harmless for any and all costs and expenses incurred by the Company, including collection costs, reasonable attorney's fees and court costs, in connection with collection of invoices and/or the enforcement of any of the Company's rights hereunder.

**Pricing.** All products are billed at prices in effect at the time of shipment or fixed in the Company's P.O. Prices are subject to change based upon fluctuating costs of materials, additional tooling or manufacturing costs not included or contemplated in the original approved P.O.

**Shipping.** F.O.B. Elgin, Illinois. Freight prepaid or billed and collected, via UPS, Federal Express, or any available carrier requested by customer. The Company is not responsible for transportation charges, damage in transit, or delays in delivery. Risk of loss shifts to customer upon shipment.

**Claims.** Claims for any shortages, failure to manufacture to customer's specifications or defects in materials or workmanship must be made in writing within ten (10) days from receipt of shipment. **Company is not responsible if product does not function properly so long as manufactured in accordance with customer's specifications or change orders.**

**Returns and Cancellations.** No products may be returned without the prior approval of the Company. Upon receipt and inspection of any returned product, such inspection to be by independent engineering firm selected by the company, credit will be issued to customer's account providing the returned products are unused and in saleable condition. **Products manufactured to customer's specifications are not returnable.** Costs of product returns are the responsibility of the customer, unless otherwise agreed upon. If returns are accepted there will be no restocking charges to customer. If customer cancels order prior to completion, it shall be responsible for all costs of material and labor incurred by Company through the date of cancellation plus a cancellation fee of forty (40%) percent of the original approved P.O.

**Warranties.** The Company warrants that its products are made from quality materials using processes designed to produce consistent quality. **Due to the nature of special order manufacturing applications, mold designs, pressing conditions, and possible uses by the Company's customers, merchantability and/or warranties of fitness for particular purpose.**

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**Product Liabilities.** The Company's liability, arising from claims or allegations of defect, arising from, or in any way connected with, products sold to, or developed for Customer, shall be limited to repair or replacement of the products sold, or refund of the purchase price paid by the customer, at the Company's sole option. In no event shall the Company be liable for incidental, consequential or special damages of any kind or nature whatsoever, including, but not limited to lost or anticipated profit or revenue, loss of product or use of product, even if the Company has been notified of the likelihood thereof, whether alleged to arise from breach of contract, express or implied warranty, or in tort, including without limitation, negligence, failure to warn or strict liability. Customer will indemnify, hold harmless Company from and against any and all claims, liabilities, suits, losses, damages, costs, and expenses caused by any act or omission of customer, including but not limited to, customer's alteration and/or failure to properly use or maintain the product manufactured by, or application developed by the Company.

**Company's Terms Control.** No terms or conditions submitted by customer to the company, irrespective of their date, shall control over these Terms and Conditions. All purchase orders shall be deemed to be an offer by Company to sell products or develop applications subject to these Terms and Conditions and acceptance of the purchase orders by Customer shall be conclusive evidence of Customer's acceptance of these Terms and Conditions.

**Entire Agreement.** These Terms and Conditions, along with, and being a part of, the purchase order, change orders and specifications, if any, attached to and specifically agreed to in writing, accepted by Customer, shall constitute the entire agreement between the Company and customer, and no other conversations, memoranda, bids, e-mails, or other communications shall alter, vary, amend, or interpret these Terms and Conditions. These Terms and Conditions shall be governed by and construed under the laws of Illinois. Any disputes or litigation arising between the Company and customer shall be resolved in the Illinois Courts.