

QUOTATIONS:

Quotes are valid for 30 days unless noted otherwise on estimate. Changes to items after the estimate has been sent, must be requoted and part number verified with new estimate. Lead times are subject to change and should be verified at time purchase order is placed.

PURCHASE ORDERS:

Purchase orders will be confirmed in the order they are received. All purchase orders are subject to the Terms and Conditions as listed in this document. Placing a purchase order means you and Aubin Industries, Inc. agree to abide by all terms and conditions as listed in this document. Confirmations should be reviewed for accuracy when special requests are made, these requests should be noted on your confirmation i.e.: Drop ship requests, delivery requests, lead time requests. Aubin Industries will confirm in the confirmation if these requests can be met. Customers will be billed as confirmed if you do not have a current quote your Purchase order will be confirmed with current pricing. Blanket orders must be approved in advance and "Blanket Order for Release" must be noted on PO. All blanket orders must ship complete 10 months from PO issue date unless preapproved release dates are set. We request that freight account information be included on all submitted Purchase Orders so orders can ship freight collect. You may set permanent freight instructions with our Customer Service Team.

EXPEDITE ORDERS – Expedite fees will be set on a per order bases, some custom items are not subject to expedite. Standard rate is based on number of weeks to expedite.

DELIVERY (at present factory workload):

Current lead times are quoted on each quote with best estimate based on current production. The lead time will begin after receipt of required signed approval drawing or receipt of purchase order, whichever is later. Production schedule and ship date will be determined only after receipt of customer's written purchase order and requested drawing approvals. Some options may increase lead time these items will be quoted with specific lead time. Projected ship dates are only estimates and Aubin Industries cannot be held responsible for delays beyond their control, which include but are not limited to acts of God, war, terrorism, and delays of parts and/or services from vendors. Please note Aubin Industries is a true manufacturing plant and can be subject to production delays beyond their control. Our customer service team will keep you informed of any production delays that may affect your delivery.

FOB: Aubin Industries, Tracy, CA

TERMS (pending credit approval):

Upon credit approval terms are Net 30. Balance is due 30 days from date of invoice. Past due unpaid invoices may result in credit hold*. Aubin Ind. reserves the right to send to collections any unpaid and/or past due monies. Customer will be responsible for all collection fees, late fees, and penalties. Aubin Ind. reserves the right to take any legal action necessary to collect unpaid and/or past due monies and to recover damages together with reasonable attorney's fees and court costs. All quoted prices are in USD. Initial orders may be prepaid with Credit Card or with check to expedite if credit has not been approved and an order has been placed. If terms are set with discount payment must be postmarked within 10 days of the Invoice Date to be valid, any discount that is taken after this date will be deemed invalid and will be left open as an unpaid balance on the account. Partial payments are not subject to discounts, partial payments must be approved at time of order and noted as accepted on order confirmation. If partial payments are not pre-approved past due balances may result in credit hold*.

90 DAY TEST TERMS

Customer must place a formal Purchase Order stating "90 Day Test." 90 Day Test terms are limited to Swivel-EAZ@ PRO Caster systems, so the customer can experience the product. Customers are limited to one "90 Day Test" Product unless approval has been granted in writing by Aubin. Items will be billed when shipped for 90 test terms, and the customer has 90 days to try the product. If the customer decides to return the casters before the "90 day" terms are up, they must call or email info@aubinindustries.com for an RMA and provide tracking once the items have shipped. If the items are lost during return shipping the customer is responsible for filing a claim with their carrier and the original invoice now due must be paid in full. Once the parts are received to Aubin, Aubin will issue and apply the credit to the open invoice. If the purchaser decides they want the casters and they have not been labeled "test caster" they keep the casters and the 90 day term invoice will be due as stated on the invoice. If the casters are labeled "Test Caster" they can be returned for a new set of casters to keep and the original 90 day term invoice will be due as stated on the invoice. Customer will be responsible for all freight charges, for initial shipment and for return shipment.

SHIPPING DAMAGES/ ERRORS:

All damaged freight must be noted with the carrier at time of delivery, if parts are lost in shipping, customer must notify Aubin Industries within 48 hours to generate carrier claim. Replacement parts will be shipped as soon as available and will be billed. All original invoices are to be paid in full. A credit for the lost parts will be issued once the carrier accepts the claim, Aubin Industries is not liable for parts lost or damaged during transit. Any shipping discrepancies not caused by shipping damage or loss, must be reported to Aubin Industries within 72 hours of delivery.

ENGINEERING CHANGES:

Engineering changes that occur after engineering sign off will be subject to re-quote, approval and may increase lead time from original proposal delivery estimates. All Drawings that are provided by Aubin Industries, Inc. during the engineering and design process remain the property of Aubin Industries, Inc., and the information on said drawings proprietary to Aubin Industries, Inc.

PATENTS: Purchased products cannot be duplicated or reproduced without the express written permission of Aubin Industries, Inc. Purchaser shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other proprietary rights. If patented innovations from Aubin Industries, Inc. are copied without written permission ramifications may include reimbursements, monetary and otherwise, including but not limited to legal action. All legal fees shall be the sole responsibility of the infringing party.

CANCELLATION:

If for any reason after 10 days of receipt of order the customer should cancel this order, customer will be liable for 20% restock fee of ordered items. 20% restock fee will be billed on the date of cancellation and will be due a maximum of 15 days from date of the invoice. Cancellation of custom** item orders will be at the discretion of Aubin Ind. and may be subject to 35% restock fee. Blanket orders cannot be cancelled once parts are complete. Customer is responsible for purchase of all competed parts. All blanket orders of stock items and custom parts that are cancelled, the customer will also be responsible for any price difference from the original quantity ordered to final quantity received on all parts shipped on the order, over entirety of the order. Customer may request return for minimum 20% restock fee of blanket order parts of stock items, this will be given at the discretion of Aubin, Ind.

RETURNS:

All returns must be approved in advance and be issued a formal RMA from Aubin Industries prior to return of parts. A copy of the RMA must be with the returned parts. Custom** parts are not returnable, standard parts are returnable for a 20% restock fee. Shipping for returned parts is the sole responsibility of the returning party.

LIMITED WARRANTY:

Aubin Industries, Inc., Parts Only Warranty warrants products to be free from defects in materials and workmanship for a period of twelve (12) months from the date of shipment. An RMA must be generated by Aubin Industries, after written request from customer that references original PO number, to initiate warranty service claim and will be used for replacement part cost and shipping and handling charges of all parts. Credit will be issued after parts are received, postage prepaid and deemed defective by Aubin Industries or the supplying manufacturer. In no event shall Aubin Industries be liable in any way whatsoever, including without limitation to damage, injury, loss of time or production, loss of product, loss of business profits, or any other reason arising out of the use of or the inability to use this product. Any defect due to modification, negligence, misuse, abuse, or damage to the product will not be warranty covered and may void the warranty. Past due unpaid invoices may result in temporary loss of warranty. Service labor and travel expenses are not included.

SAFETY:

All Aubin Industries products are manufactured within standard industry practices as generally accepted for this type of product. Standard electrical controls and hydraulic circuits comply with the Occupational Safety and Health Act (OSHA) and the American National Standards Institute (ANSI). **End users are ultimately responsible to ensure that point-of operation guarding is provided to prevent operator injury.**

* Credit Hold- no parts shall be shipped to customer on any open purchase order until account is brought current

** Custom parts are any part that have an OD, ID, width, bearing bore, color, top plate, leg height deviation from standard. If there is any request for any deviation from standard production the item is deemed custom. Some custom parts are modifiable and may be returned at the 20% standard restock rate, Aubin will determine modifiability. Please contact us if you have questions. info@aubinindustries.com

General Terms and Conditions can also be found on our website. <https://www.aubinindustries.com/generaltermsandconditions/>