

# H A M L I N

## TERMS AND CONDITIONS OF SALE

- 1. Acceptance and Governing Provisions.** This writing constitutes an offer by HAMLIN (“Seller”) to sell the products and/or services described herein to the buyer to which this offer is addressed, subject to the terms and conditions set forth on the face and reverse sides hereof. Acceptance of this offer is limited to the said terms and conditions; and Seller hereby objects to any additional and/or different terms which may be contained in any buyer’s purchase order, acknowledgement or other form, or in any other correspondence from buyer. This offer expires 30 days from its date or upon prior written notification thereof to buyer, unless goods are subsequently shipped by Seller and accepted by buyer. The terms of this offer, when accepted by buyer explicitly, by acceptance of goods or otherwise, shall constitute the entire agreement between Seller and buyer on the subject hereof, superseding all prior communications and negotiations. This offer and any agreement of sale resulting herefrom shall be governed by and construed in accordance with the internal laws of the State of Wisconsin.
- 2. Payment.** Payment is due 30 days after buyer’s receipt of Seller’s invoice, unless Seller requires payment in advance. Interest will be payable at the rate of 18% per year (but not more than the highest rate permitted by applicable law) on amounts past due. Quoted prices are net 30 days from date of Seller’s invoice. If in Seller’s sole judgement a buyer’s financial condition at any time does not justify selling a buyer on open account, Seller may require full or partial payment in advance before proceeding with the order. If buyer defaults in any payment when due, then the entire price shall become due immediately and payable upon demand or Seller may at its option without prejudice to other lawful remedies defer delivery or cancel the order.
- 3. Taxes and Other Charges.** Any manufacturer’s tax, occupation tax, use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Seller and buyer shall be paid by the buyer in addition to the prices quoted or invoiced. In the event the Seller is required to pay any such tax, fee or charge, the buyer shall reimburse Seller therefor.
- 4. Delivery, Claims, and Force Majeure.** Delivery of products to a carrier at Seller’s plant or other loading point shall constitute delivery to buyer, and regardless of shipping terms or freight payment, all risk of loss or damage in transit shall be borne by buyer. Seller reserves the right to make delivery installments; all such installments shall be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve buyer of its obligations to accept remaining deliveries. Claims for shortages or other errors in delivery must be made in writing to Seller within 10 days after receipt of shipment; and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by buyer. Claims for loss or damage to goods in transit shall be made to the carrier and not to Seller.
- 5. Cancellation or Modification.** Buyer may cancel its order, reduce quantities, revise specifications or extend scheduled delivery only upon terms accepted by the Seller in writing. Buyer shall compensate Seller for all damages resulting therefor, including but not limited to out-of-pocket expenses and loss of profit and allocatable overhead. Minimum order quantities and quantity discounts shall be applied to approved reduced quantities and current pricing shall be applied to revised specifications and rescheduled deliveries.
- 6. Changes.** Buyer’s specifications shall be established by Artwork Approval and / or buyer approved prototypes prior to production. Seller may at any time make such changes in design and construction or products as shall constitute an improvement in the judgement of the Seller. Seller may furnish suitable substitutes for materials unobtainable or rendered economically or otherwise impractical because of priorities or regulations established by governmental authority, nonavailability or shortages of materials from suppliers or price changes.

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**Hamlin**

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HAMLIN ELECTRONICS L.P.

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7. **Warranties.** Seller warrants products manufactured by it and supplied hereunder to be free from defects in materials and workmanship for a period of 90 days from date of shipment; provided any defective goods are returned to Seller within ten (10) days of discovery of any defect. If within such period any such product shall be proved to Seller's satisfaction to be defective, such products shall be repaired or replaced at Seller's option. Such repair or replacement shall be a Seller's sole obligation and buyer's exclusive remedy hereunder. Notwithstanding any other provision herein to the contrary, Seller hereby disclaims any other warranties, express or implied, in law or equity, including warranties of merchantability and fitness for any particular purpose.
8. **Returns.** Products may be returned to Seller only when Seller's written permission shall be obtained by buyer in advance and Seller's issuance of an RMA number. Returned products must be securely packaged to reach Seller without damage; and any cost incurred by Seller to put products into marketable condition will be charged to buyer.
9. **Patents, Trademarks and Copyrights.** Seller will, at its own expense, defend any suits that may be instituted by anyone against buyer for alleged infringement of any United States patent, trademark or copyright relating to any products manufactured and furnished by Seller hereunder, if such alleged infringement consists of the use of such products, or parts thereof, in buyer's business for the purposes for which the same were sold by the Seller, and provided buyer shall have made all payments then due hereunder and shall give Seller immediate notice in writing of any such suit and transmit to Seller immediately upon receipt all processes and papers served upon buyer and permit Seller through its counsel, either in the name of the buyer or in the name of the Seller, to defend the same and give all needed information, assistance and authority to enable Seller to do so, If such products are in such suit held in and of themselves to infringe any valid United States patent, trademark or copyright, then (a) Seller will pay any final award of damages in such suit attributable to such infringement, and (b) if in such suit use of such products by buyer is permanently enjoined by reason of such infringement, Seller shall, at its own expense and at its sole option, either (I) procure for buyer the right to continue using the products, (ii) modify the products to render them noninfringing, (iii) replace the products with noninfringing goods, or (iv) refund the purchase price and the transportation costs paid by the buyer for the products.
10. **Consequential Damages and Other Liability; Indemnity.** Seller's liability hereunder and with respect to the products and or services sold hereunder shall be limited to the warranty provided in section 7 hereof, and, with respect to other performance of this contract, shall be limited to the contract price. SELLER DISCLAIMS ANY LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES UNDER ANY THEORY OF LAW OR EQUITY.
11. **Technical Information.** Any sketches, models or samples submitted by the Seller shall remain the property of Seller and shall be treated as confidential information. No use or disclosure of such sketches, models and samples or any design or production techniques revealed thereby, shall be made without the express written consent of the Seller.
12. **Buyer's Property.** Any property of the buyer placed in Seller's custody for performance of this contract is not covered by insurance, and no risk is assumed by the Seller in the event of loss or damage to such property by fire, water, burglary, theft, civil disorder or any accident beyond the reasonable control of the Seller.
13. **Tools.** Any dies, jigs, or tools which Seller manufactures or acquires for performance of this contract shall remain the property of the Seller, notwithstanding any charges therefor. Tool charges convey to buyer the right to have the tools used by Seller for performance of this contract, but not title or right of possession. Seller shall be responsible for routine maintenance and repair of such tools, dies and jigs. Major overhauls, replacements or changes shall be charged to the buyer.

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