

XLI Corporation Standard Terms & Conditions

Quote / Order Acceptance

Acceptance of quotes and orders may be by any reasonable and customary communication and are subject to change at any time by XLI Corporation. No inconsistent terms in Buyer's purchase orders, such as quantities, delivery schedules, or inconsistent printed text will have any force or effect unless specifically agreed to in writing by XLI Corporation. All clerical errors are subject to correction. Quoted delivery time is to be computed from the date of receipt of Buyer's order, all essential information to fulfill such order, and if applicable Buyer's signature of approval of documents for manufacture.

Quote Modifications

The price and delivery terms of quotations are subject to change if Buyer wishes to change any terms of quotation presented.

Request for Change / Cancellation

XLI Corporation reserves the right to apply a \$125.00 USD transaction fee for changes including but not limited to technical applications, quantity, delivery or any other terms requested by Buyer. Request for changes will be construed as a request to renegotiate the contract without prejudice to the rights of XLI Corporation under the contract. In the event Buyer cancels a contract following acceptance of this quotation, Buyer agrees to pay XLI Corporation a \$175.00 per line item non refundable cancellation fee for expenditures and including raw materials, unamortized tooling, labor incurred, handling and overhead, and for all work completed to date and in progress but not yet delivered to Buyer. This is without prejudice to such other and additional rights as are available to XLI Corporation under Law.

Payment Terms

Quoted terms are based on the Buyer's present financial condition and record of payment. If any change arises, XLI Corporation has the Right to require C.O.D., or other security for payment and to withhold delivery.

Late Payment

Buyer agrees to pay 1% per month interest on all invoices unpaid plus \$60.00 USD transaction fee per line after 30 days unless under separate contract with XLI Corporation. If Buyer defaults in payment, Buyer shall pay XLI Corporation costs of collection including attorney's fees in addition to damages.

Delivery

XLI Corporation assumes no liability for any loss or damage arising from delay due to acts or regulations of any government, to manufacturing contingencies or unforeseen contingencies or unavoidable occurrences of either XLI corporation's plant(s) or elsewhere. Quoted delivery time is to be computed from the date of receipt of Buyer's order, all essential information to fulfill such order, and if applicable Buyer's signature of approval of documents for manufacture.

Guarantee

XLI Corporation warrants that all work performed meets or exceeds print specifications. "Certificate of Compliance" and "Made in the USA" certifications are supplied with every shipment and noted on pack slips. XLI Corporation workmanship standards will take precedence if no other standards are noted or specified on the print and/or documentation supplied. Product quality records are maintained on file and are available upon request. XLI Corporation does not warrant that the product is fit for any particular purpose and makes no warranty of merchantability. Buyer indemnifies and holds harmless XLI Corporation from any claims or liability arising from any use of the goods subject to this contract.