



Maxim Silencers
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Maxim Silencers Standard Terms and Conditions

QUOTATIONS: All quotations are made subject to the following Standard Terms and Conditions, unless otherwise specified within the body of the formal quotation, in which case that section or paragraph only would be superseded. (In the case of a catalytic silencer, all Standard Terms and Conditions apply except that the LIMITED WARRANTY provision is superseded by the provisions contained in the document entitled "LIMITED WARRANTY AS APPLIED TO CATALYTIC SILENCER.") No deviations from or changes to these Terms and Conditions will be honored or recognized without prior negotiation and written agreement between the Seller and Purchaser.

PRICING: All quotations are made for immediate acceptance and are subject to change without notice, unless otherwise noted. Prices quoted are based on the current costs of material and labor and are subject to escalation. Said escalation shall be determined by the cost of material to Seller on the date of shipment of said material from Supplier, and the costs of labor during the fabrication cycle. Prices do not include handling charges, transportation or related costs. Buyer agrees to pay the prices quoted by Seller, and is responsible for freight and handling charges, special packaging beyond the Sellers' standard packaging, taxes and duties. Handling, prepaid freight and special packing costs will be added to the purchase price and invoiced separately.

ORDER ACCEPTANCE, DELIVERY: No order is binding on Seller until accepted and acknowledged in writing by Seller by mail or electronic communication. All delivery dates are approximate and is the date goods leave Sellers dock. The time period for delivery begins when all documentation and release required to fill the order are present, and not before clarification of all details. All delivery promises are subject to prior commitment of shop capacity before the receipt of a firm purchase order by Seller. If shipment is delayed by Purchaser, payment shall become due when Purchaser is notified that equipment is ready for shipment and equipment will henceforth be held at Purchaser's risk and expense.

SHIPMENT, RISK OF LOSS: Buyer's purchase order must specify preferred carrier or goods will ship best way, prepaid and added to the invoice. Shipment is Free Carrier, FCA Sellers facility or origin of shipment, Incoterms 2010, unless otherwise agreed in writing. Risk of loss and title to goods shall pass to the Purchaser as soon as goods are deposited with the carrier for shipment. Buyer assumes both risk of loss and damage to the goods as well as title to the goods on Sellers dock; and Buyer is responsible for all freight, sales and other taxes, customs duties, insurance costs and other expenses relating to the shipment of goods. Buyer is responsible for all costs, reporting, and compliance with export control laws related to the goods' export.

CREDIT and PAYMENT: Credit accounts will be opened only with firms or individuals approved by the Seller's Credit Department. Purchaser with approved payment terms agrees to pay invoiced amount to Seller on or before thirty (30) days from date of invoice unless otherwise specified and/or agreed upon in writing. All past due accounts are subject to interest at the rate of one percent (1 %) per month on the unpaid balance. Seller reserves the right at any time upon notice to purchaser, to alter or suspend credit, when in its sole opinion the financial condition of the Purchaser so warrants. In such cases, cash payment or satisfactory security from the Purchaser may be required by the Seller before credit is restored or Seller continues performance.

CANCELLATION: Cancellation shall be affected only by a written agreement and Purchaser will assume full liability for payment of any and all cancellation charges.

RETURNED GOODS: A RMA packing slip must be received and included with any returns. No material will be accepted for replacement or credit without Seller's written consent and then only under the terms of such consent. Returns for credit will include a restocking fee, unless otherwise specified and/or agreed upon in writing.

LIMITED WARRANTY: Seller warrants only goods of its own manufacture and then only to the extent that they are free from defects in material and workmanship under normal use and service for the purpose for which they were manufactured and when correctly installed and maintained within one (1) year from the date of shipment. This warranty is limited to repair or replacement of the goods FCA point of manufacture at the Seller's option. Seller does not warrant secondhand material. THESE WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR

A PARTICULAR PURPOSE. Purchaser waives any warranties of any kind whatsoever including but not limited to a waiver of any warranties of fitness, any warranties as to the suitability of the product for its intended use, and any warranties as to the return of the purchase price. It is further understood and agreed that this is Purchaser's only remedy for all claims arising or relating to the goods purchased hereunder for breach of contract and tort including negligence and strict liability and any other legal theory. Seller shall not be responsible for deterioration of any part or parts of the equipment due to corrosion, erosion or any other causes, regardless of when such deterioration occurs, after leaving the manufacturer's premises. No allowance will be granted for repairs or alterations made by Purchaser or at Purchaser's direction without Seller's written consent. Seller shall not be liable for consequential, incidental or any damages other than repair or replacement of defective goods at Seller's option. It is understood that Seller makes no warranty except as expressly stipulated herein and Seller's liability is limited as above set forth. **NOT WARRANTED:** Maxim Silencers offers no paint guarantees other than preparation and application in accordance with manufacturer's instructions. The primary purpose of "factory black" standard coating is not aesthetic but for corrosion resistance and shipping protection. No heat curing is available. If required, curing must be done in service at the direction of others.

No representative has the authority to make any representation, promise or agreement except as stated herein.

TAXES: The Purchaser shall pay to the Seller in addition to the purchase price, the amount of any excise, sales, privilege, or use tax, local, state or federal, which is payable by the Seller because of the execution of this contract or sale or delivery of the apparatus covered hereby. Seller shall collect applicable taxes in states where Seller has nexus, unless Buyer submits a valid tax exemption certificate.

PATENTS: Notwithstanding any language to the contrary in specifications, purchase orders or elsewhere, Seller shall not be responsible for any patent infringement, or claim of patent infringement with respect to products furnished in accordance with the Purchaser's specifications or design requirements, and Purchaser shall indemnify and save Seller harmless from all claims, demands or suits growing out of or based on any patent infringement or claim thereof, arising there from.

FORCE MAJEURE: Seller shall not be liable for any delay in delivery or for non-delivery, in whole or in part caused by the occurrence of any contingency beyond the control either of Seller or suppliers to the Seller, including but not limited to war (whether an actual declaration thereof is made or not), sabotage, insurrection, rebellion, riot or other act of civil disobedience, act of a public enemy, failure or delay in transportation, act of any government or any agency or subdivision thereof, judicial action, labor dispute, fire, accident explosion, epidemic, quarantine, restrictions, storm, flood, earthquake, or other act of God, shortage of labor, fuel, raw material or machinery or technical failure, where Seller has exercised ordinary care in the prevention thereof. If any contingency occurs, Seller may allocate production and deliveries among Seller's customers.

CONFIDENTIAL INFORMATION: All drawings, diagrams, specifications and other materials furnished by Seller and identified as confidential relating to the use and service of articles furnished hereunder and the information therein are proprietary to Seller. Such materials have been developed at great expense and they contain trade secrets of the Seller. Buyer may not reproduce or distribute such materials except to Buyer's employees who may use the articles as part of their duties. All such materials relating to the article supplied directly by Seller (except information as may be established to be in the public domain or disclosed pursuant to judicial government action) shall be received in confidence and Buyer shall exercise reasonable care to hold such information in confidence.

TECHNICAL ASSISTANCE: Seller's warranty shall not be enlarged and no obligation or liability shall arise out of Seller's rendering of technical advice, facilities or services in connection with Buyer's order for the goods furnished.

DISPUTES: This agreement is deemed to be entered into in Texas and to be a Texas contract and shall be governed and construed in accordance with the laws of the State of Texas. Except as otherwise specifically provided for herein Seller and Buyer specifically agree that any legal action brought relating to goods purchased or relating to this contract will be brought and tried in Texas. All objections to venue are hereby waived by the Buyer, and the Buyer consents to service of process by certified mail addressed to the same address as that address designated for delivery of the goods purchased hereunder. In the event of any suit for the collection of funds instituted by the Seller, the prevailing party with respect to such collection matter shall be entitled to reasonable attorney's fees as determined by the court to prevail in Texas.