



Bild Industries, Inc.

Terms and Conditions of Sale

Definitions- "Seller" - Bild Industries, Inc. "Purchase Order" - the purchase order accepted and acknowledged by the Seller. "Goods"- those products or services offered for the sale by the Seller. "Buyer" - the legal entity to which the Seller is selling and delivering goods.

Acceptance- Buyer is hereby notified in advance that the seller objects to, does not recognize, and will not adhere to any different or additional terms or conditions contained in any purchase order that were not agreed upon at the time of quotation. Consideration of any requirements listed beyond the face of the order will be subject to a contract review fee agreed upon between buyer and seller.

Quotations- All product requirements must be made at the time of quotation. Quotations are valid for 30 days, and stock is subject to prior sale.

Orders- Line-item minimum is \$25.00. Purchase Order minimum is \$100.00. Minimums apply to single "Ship To" addresses and cannot be split and shipped to different locations. Scheduled deliveries can be made up to 6 months from date of order for line items of \$500.00 or more. Scheduled deliveries must be clearly marked on the purchase order as "scheduled" or the item will be shipped when product is ready. Drop ships are not permitted.

Certifications- Seller standard distributor certifications and all available manufacturers certifications and test reports are supplied at no charge with every order. Certifications requested after the time of delivery may be subject to an additional charge.

Quality- Seller maintains ISO9001/AS9120 registration and has implemented a FOD program that meets the requirements of both NAS412 and AS9146. Receiving inspection is performed by the verification of samples. The sampling plan was adapted from ANSI/ASQC Z1.4-1993 and does have an AQL: therefore, **Seller does not accept any requirements for 100% inspection.** Ordered quantities are subject to a 2% quantity variance due to sampling and scale differences. Purchase orders shipped within the 2% quantity variance are considered complete and are only resolved through authorized short paying or issuing credit for the quantity discrepancy. Shortages exceeding 2% will be resolved through providing credit and considering complete or providing replacement parts if available. **REACH or ROHS compliance is not accepted or acknowledged by the seller when specifications require the use of such materials and/or chemicals.** Information regarding REACH or ROHS for specific items may be subject to an additional fee.

Warranty- Seller makes no warranties whether expressed, implied, or statutory, including but not limited to, any implied warranty of merchantability and/or fitness for a particular purpose.

Returns- Returns will not be accepted unless accompanied by a Returned Material Authorization number. Claims for damaged or defective material must be made within 10 days of receipt. Damaged or mixed lots caused by the buyer will not be subject to return at any time. Returns of non-defective material are subject to restocking fees.

Delivery- Prices quoted and goods delivered are F.O.B. Post Falls, ID. Direct shipments from manufacturer to customer are not permitted. Acceptance of an order does not constitute a contract with respect to delivery dates. Every effort is made to deliver in a timely manner; however, seller will not assume extra charges because of actions beyond its control.

Payment- Payment terms for open accounts are 1% 10 days - Net 30 days. New customers will be required to "pay in advance" prior to shipment or open an account on approval of credit. Seller does not offer C.O.D. shipments and credit card payments are not accepted. A shipping hold will be placed on any account not paid within terms.