



## **ASI Standard Terms and Conditions**

These Standard Terms and Conditions govern all quotations, sales orders, shipments, and invoices issued by Automatic Specialties Incorporated (“ASI”) unless otherwise agreed in writing by an authorized representative of ASI.

### **1. Quotations and Order Acceptance**

All quotations issued by ASI are valid for the period stated on the quotation unless otherwise noted. Quotations are based on the specifications, quantities, and delivery schedules provided by Buyer at the time of quotation.

Buyer’s issuance of a purchase order or acceptance of a quotation constitutes acceptance of these Terms and Conditions. Orders are accepted by ASI upon issuance of a Sales Order Confirmation.

Additional or different terms contained in Buyer’s purchase order or other documents are rejected unless expressly agreed to in writing by ASI.

### **2. Delivery and Freight**

Unless otherwise stated in writing, delivery terms are F.O.B. ASI’s facility. Risk of loss transfers to Buyer when goods are delivered to the carrier. Freight may be quoted or charged depending on the method agreed between the parties. Unless otherwise agreed, shipping costs are the responsibility of Buyer.

If Buyer delays shipment of completed goods for reasons not caused by ASI, ASI may invoice the goods when ready and may apply reasonable storage and handling charges.

### **3. Delivery Schedule**

Quoted lead times and delivery dates are estimates based on production conditions at the time of quotation. ASI will make commercially reasonable efforts to meet quoted delivery schedules but does not guarantee delivery dates unless expressly stated in writing. Expedite requests are subject to production capacity, material availability, and operational constraints. Additional charges may apply for expedited production or shipment.

### **4. Pricing**

Prices are based on the specifications, quantities, and delivery schedule included in the quotation. If Buyer requests changes to specifications, quantities, packaging, delivery timing, or other order requirements, ASI may adjust price, lead time, or both.

For blanket orders or long-term release schedules, prices may be adjusted if material, labor, or outside service costs materially increase beyond the conditions assumed at the time of quotation. ASI will notify Buyer in writing as soon as any price change is identified.

### **5. Payment Terms**

Unless otherwise agreed in writing, payment terms are Net 30 days from invoice date. Past due balances may accrue interest at 1.0% per month. ASI reserves the right to suspend work, withhold shipment, revoke credit, or require advance payment if Buyer’s account becomes past due.

Programming, tooling, first orders, or other designated orders may require prepayment, credit card payment, or other payment terms specified in the quotation or Sales Order Confirmation.

Buyer is responsible for reasonable costs of collection, including attorneys’ fees and court costs.

### **6. Inspection and Acceptance**

Buyer is responsible for inspecting goods upon receipt. Buyer must notify ASI in writing of any alleged nonconforming goods within ten (10) days of receipt. Failure to provide written notice within this period constitutes acceptance of the goods. ASI will review any reported nonconformance and may, at its option, repair, replace, or credit the affected goods.



## **7. Special Requirements**

Certificates of compliance, first article inspection, PPAP, special packaging, labeling, traceability, inspection plans, or other special requirements must be specified in Buyer's RFQ and reflected in ASI's quotation or Sales Order Confirmation. Additional charges and lead time may apply.

## **8. Cancellations and Order Changes**

Orders for custom manufactured goods may not be canceled or modified without ASI's written approval. If ASI agrees to a cancellation or change, Buyer shall be responsible for payment of completed goods, work in process, materials purchased, committed outside services, noncancelable supplier obligations, and/or reasonable administrative costs incurred in connection with the order.

## **9. Tooling and Manufacturing Aids**

Unless otherwise agreed in writing, all tooling, fixtures, jigs, dies, programs, and manufacturing aids used to produce Buyer's parts remain the property of ASI, even if tooling charges are separately identified. Tooling charges provide for dedicated use, not transfer of ownership. ASI may dispose of inactive tooling after two (2) years of inactivity unless otherwise agreed.

## **10. Customer Specifications and Intellectual Property**

For goods manufactured to Buyer-provided drawings, specifications, designs, or instructions, Buyer is responsible for the adequacy, legality, and non-infringing nature of those requirements and for the suitability of the product for its intended application.

Buyer agrees to defend and indemnify ASI against claims arising from goods manufactured in accordance with Buyer-provided specifications except to the extent caused by ASI's unauthorized deviation from those specifications.

## **11. Limited Warranty**

ASI warrants that goods manufactured by ASI will materially conform to the agreed specifications and will be free from defects in material and workmanship for a period of one (1) year from shipment. ASI's obligation under this warranty is limited to repair, replacement, or credit of the nonconforming goods at ASI's option. Except for the limited warranty stated above, ASI disclaims all other express or implied warranties, including warranties of merchantability or fitness for a particular purpose.

## **12. Limitation of Liability**

ASI SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST PRODUCTION, DOWNTIME, RECALL COSTS, OR LOSS OF BUSINESS OPPORTUNITY.

ASI'S TOTAL LIABILITY ARISING FROM ANY QUOTATION, ORDER, OR SALE SHALL NOT EXCEED THE AMOUNT PAID BY BUYER TO ASI FOR THE SPECIFIC GOODS GIVING RISE TO THE CLAIM.

## **13. General Terms**

ASI shall not be liable for failure or delay in performance caused by events beyond its reasonable control, including material shortages, supplier failures, labor constraints, transportation disruptions, governmental actions, or acts of God.

These Terms and all transactions between Buyer and ASI shall be governed by the laws of the Commonwealth of Massachusetts, without regard to conflict of law principles.

Any dispute arising under these Terms shall be brought in the state or federal courts located in Massachusetts.

These Terms, together with ASI's quotation and Sales Order Confirmation, constitute the complete agreement between the parties for the transaction and supersede prior discussions relating to that transaction. No amendment is binding unless agreed to in writing by ASI.