

## TERMS AND CONDITIONS

**ORDERS:** Orders placed for production at Dyna-Graphics will be subject to all prices and conditions on both pages of this quote. Any discrepancies will be corrected and an acknowledgement copy sent to the customer. The order will then be processed according to the latest quote and/or corrected information on the acknowledgement copy.

**ORDER CANCELLATION:** Orders entered at Dyna-Graphics cannot be cancelled except upon terms that will compensate against loss. Notice of cancellation must be in writing. At the time we receive notice of cancellation, current charges will be computed and written acknowledgement will be sent to the customer.

**ORDER CHANGES:** Any changes in quantity or delivery must be approved by Dyna-Graphics customer service department.

**ALTERATIONS OR REVISIONS:** Proposals are only for work according to the original specifications. Additional work performed due to customers' error, order changes or drawing revisions will be assessed in additional charge at current shop rate.

**ART PROOFS AND COLOR MATCHING:** Art proofs and special color matches will be submitted to the customer for approval prior to production of order. Dyna-Graphics is not responsible for errors of product manufactured as per customers' approval.

**QUANTITIES SHIPPED:** Over runs or under runs not to exceed 10% of the quantity ordered shall constitute a completed order and the excess or deficiency shall be charged or credited to the customer proportionately. Customers requesting exact quantities shipped must request this in writing on the original purchase order and must inform customer service at the time the order is placed.

**CUSTOMERS' PROPERTY:** Storage of customers' property is solely for the benefit of the customer and such property is stored at the customers' risk. Dyna-Graphics is not liable for any loss or damage thereto caused by fire, water, theft or any cause beyond Dyna-Graphics control.

**OVERTIME:** This quote is based on all production being completed during the normal 40 hour work week. Any overtime that occurs will be an additional charge, however, the customer will be contacted to approve overtime.

**DELIVERY TIME:** This quotation and any promise of delivery is made contingent on our ability to obtain raw materials from the manufacturer or jobber and is subject to any deferred delivery or price advance suffered by us. Dyna-Graphics will not be held liable for any expenses incurred by customer due to delayed deliveries.

**TERMS:** Terms are 1% 10 days, NET 30 DAYS from date of invoice, unless otherwise stated. All orders are subject to credit approval and all shipments are F.O.B. factory. A 1 ½% service charge will be assessed on all accounts over 30 days.

**RETURNED GOODS:** Goods are not allowed to be returned or credit received without authorization from quality assurance. Customers must obtain a return authorization number from quality assurance and have just cause for return of goods. Any credit or replacement will be determined by management on an item by item basis. Any part that has been damaged by assembly, handling or misuse will not be returnable. Field returns will only be allowed for electrical failure. No cash refunds will be given for returned merchandise nor will any credits be given for more than the billed value of the parts returned.

**WARRANTY:** Dyna-Graphics membrane switches are warranted for defects causing electrical failure for a period of two years from purchase. This warranty is null and void if the product suffers from misuse, neglect or abuse and under no circumstances will Dyna-Graphics be liable for any costs or losses in excess of the cost of the switch itself. Any failures must be verified by our testing department before credit is given.

**PATENTS:** Dyna-Graphics will not be held liable or responsible for allegations or judgments resulting from patent infringements of parts manufactured per customer prints or specifications. The customer will hold Dyna-Graphics or its reps harmless and will defend at its own expense any impending lawsuit against Dyna-Graphics or its reps resulting from said patent infringement.

**DURATION OF QUOTE:** Dyna-Graphics will honor quotes for 90 days unless a revised quote is issued to supersede the preceding quote. Any increases in material costs used in the production of quoted parts will directly effect the final price. The customer will be notified of any price increases. All quotes are subject to review after 90 days or after subsequent orders are run.

### NOTICE TO CUSTOMER

Any statements, technical information or recommendation from company literature or representatives are based on tests we believe to be reliable, but the accuracy or completeness thereof is not guaranteed and the following is made in lieu of all warranties, expressed or implied, including the implied warranties of merchantability and fitness for purpose: Dyna-Graphics only obligation shall be to replace such quantity of product proved to be defective. The customer, before using, shall test and determine the suitability of the product for its intended use and the user assumes all risk and liability whatsoever in connection therewith. NEITHER DYNA-GRAPHICS NOR ITS REPRESENTATIVES SHALL BE LIABLE FOR ANY LOSS OR DAMAGE, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL (INCLUDING LOSS OF PROFITS OR REVENUE), ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT. No statement or recommendation not contained herein shall have any force or effect unless in written agreement signed by officers of seller and manufacturer.

CUSTOMER WILL INDEMNIFY, DEFEND AND HOLD DYNA-GRAPHICS AND ITS REPRESENTATIVES HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES AND LOSSES OF ANY NATURE, INCLUDING CLAIMS OF THIRD PARTIES, RELATING IN ANY WAY OR RESULTING FROM THE USE OF ANY PRODUCT PURCHASED BY THE CUSTOMER FROM DYNA-GRAPHICS CORPORATION.