

Agreement Acceptance:

The Buyer's Agreement/Purchase Order is accepted subject to the terms and conditions set forth in this document, unless the same have been consented to in writing by the Seller. These conditions shall override any terms and conditions stipulated, incorporated or referred to by the Buyer in any purchase order, negotiations, correspondence or any other means. The Agreement/Purchase Order by the Buyer shall be evidence of the Buyer's approval of and consent to the terms and conditions contained herein.

Quotation and Pricing:

Tab Hardware will strive to maintain quoted prices; however, prices are subject to change, without notice, due to various factors including materials, special processing requirements, and/or manufacturing services cost. Proposals are quoted in US dollars.

Payment:

Payment terms are net thirty (30) days from the date of invoice, subject to approval of Buyer's credit. Unpaid invoice balances will be subject to any collection costs or fees incurred (unless special terms have been arranged). Accounts with unpaid balances over 60 days will be placed on credit hold and no further shipments will be released.

Delivery:

Delivery terms are FOB Origin (Seller's Dock). All costs, and/or liabilities associated with any uninsured packages lost in transit will be at the Buyer's expense.

Material Certification:

Tab Hardware certifies that to the best of our knowledge that the products delivered conform to all requirements of applicable specifications and drawings.

Export Compliance:

Buyer shall comply with all export control laws and regulations of the United States, including the International Traffic in Arms Regulations (ITAR) and Export Administration Regulation (EAR). The Buyer is responsible for complying with any regulation or legislation governing the export of goods, and importation of goods into the country of destination and the payment of any taxes, duties, other expenses.

Warranty and RMA:

No Returns will be accepted by Tab Hardware unless authorized with a Return Material Authorization (RMA) number. Nonconforming material must be reported within 30 days of receipt at customer's facility. Liability is limited to replacement of, or credit for, such material, and in no case shall exceed the invoice value for such material.

Severability:

If any provision of the Purchase Order/Agreement is held invalid or unenforceable, the remaining provisions will remain in full force and effect, and the invalid or unenforceable provision will be limited or eliminated to the minimum extent necessary.

Limitation of Liability:

Tab Hardware, Inc shall not be liable for any incidental, punitive, indirect, special, or consequential damages however arising or caused.

Indemnity:

The Buyer agrees to indemnify the Seller against any loss, damage, costs, claims or expenses incurred by the Seller in respect of liability established against the Seller by a third party arising out of or in connection with the contract of supply.

Laws and Disputes:

Any Agreement/Purchase Order shall be governed by the laws of the state of California. Any claim arising out of, or relating to this Agreement/Purchase Order, or the breach thereof, shall be settled by binding arbitration which shall be administered in the city of Riverside.

Order of Precedence:

Any inconsistencies between these terms and subsequent Agreements/Purchase Orders shall be resolved in accordance with the following descending order of precedence: (i) Terms and Conditions of Sale and Service set forth in this document, (ii) Other Agreement(s) and attachments thereof; (iii) Statement of Work; (iiii) The Purchase Order.