



Manufacturers of High Temperature Wire & Cable
146 East Main St., West Brookfield, Massachusetts 01585
(508) 867-3155 * 867-7767 * FAX (508)867-5132
www.quirkwire.com

Terms and Conditions

1. These terms and conditions supersede all other Terms and Conditions, oral or written. It represents the final and complete understanding of the parties and may be amended or cancelled only by written agreement by both parties.
2. Terms of Payment. Unless otherwise agreed by Seller, are net 30 days.
3. All shipments will be made F.O.B. point of manufacture.
4. All Quotations are valid for 30 days from the date quoted to Buyer, unless specified otherwise.
5. Seller reserves, at any time, the right to alter or suspend credit and/or change credit terms when, in this sole opinion, the financial condition of Buyer warrants such actions. In such case, in addition to any other remedies herein or by Law provided. Seller may require Buyer to make cash payments before making shipment. If such payments of security are not so provided, Seller may retain possession of product not yet shipped to Buyer and stop product in transit to Buyer.
6. Seller Warrants that all product furnished to Buyer or Owner shall be free of defects in material and workmanship, that it shall be tested in accordance with the specifications applicable, and that the results of said tests will comply with the requirements of said specifications. Seller agrees to provide replacement of product found defective in material or workmanship that fails during normal and proper use within one year of the date of shipment from Seller, provided in each case that immediate written notice of such failure is given to Seller and Seller is given all reasonable opportunity to inspect failure. Seller is responsible for credit for material supplied by Seller. Seller is not responsible for any Labor or material that may have been used in production. No claim by buyer of any kind for damages shall be greater in amount than the purchase price of the product in respect of which such damages are claimed. Seller shall have no liability for any incidental or consequential damages of buyer.
7. Buyer's purchase orders must reference part number and a revision level. If Buyer's purchase orders do not reference a revision level, Seller will manufacture to their latest revision level. Under this circumstance, the Seller is not liable for any material shipped to the buyer at the wrong revision level.
8. The Seller reserves the right to not issue an RMA and/or credit for any product in possession by the customer that was shipped and/or invoiced one year or more to the date requested.
9. If Buyer cancels its order after acceptance of Seller, Buyer may be subject to a cancellation charge equal to whichever is the greater, 10% of the order value or the cost of materials procured by Seller, plus expended Labor less scrap value.



MANUFACTURERS OF HIGH TEMPERATURE WIRE & CABLE



10. Buyer shall indemnify, defend and hold harmless Seller from and against any loss, cost, damages or expenses (including attorneys' fees and expenses) due to (a.) infringement by Buyer of the proprietary rights of any third party, arising out of the use of the products, and (b.) personal injury, property damage or economic loss or other damage or loss incurred by Buyer or any third party as a result of the unintended or not reasonably for foreseeable use of the product or the use of product manufactured by Seller to Buyer's specification.
11. Seller shall not be liable for any delay in or failure of performance hereunder due to any contingency beyond its reasonable control, including without limitation; an act of God; war; civil commotion; labor dispute; fire; accident; power or equipment failure; inability to obtain suitable or sufficient labor; fuel; power, or material; delay of carrier; embargo; or any law, ordinance, rule, or regulation, whether valid or invalid.

Rev. 10/23/15



MANUFACTURERS OF HIGH TEMPERATURE WIRE & CABLE