

2016 Terms and Conditions of Sale

1. e-Systems Group, LLC will submit a Proposal to Buyer based solely on the documents, terms, and conditions stated within such Proposal.
2. e-Systems Group, LLC will only accept an order from the Buyer based strictly on the Proposal. Any requirements, terms and/or conditions contained in a Purchase Order or Contract issued by Buyer, Buyer's Agent, which are in addition to or conflict with the Proposal, are rejected. It is expressly understood that e-Systems Group, LLC and Buyer will not be bound to any other requirements, terms and/or conditions than those contained in the Proposal. Buyer's acceptance of the proposed price constitutes its acceptance of the terms & conditions. Buyer will issue all Purchase Orders or Contracts in accordance with the Proposal.
3. Due to rapid changes in production levels and customer requirements, e-Systems Group, LLC cannot commence fabrication nor commit to a specific schedule until it has received an acceptable Purchase Order or Contract, approved drawings as may be applicable, color selection, clarifications to issues raised, and verified/guaranteed building dimensions. e-Systems Group, LLC will provide an anticipated ship date to Buyer once this information has been received.
4. e-Systems Group, LLC will ship materials in accordance with a mutually agreeable schedule, subject to delays caused beyond e-Systems Group, LLC's control. e-Systems Group, LLC will schedule fabrication of materials based on available production capacity. If e-Systems Group, LLC is delayed due to causes beyond its control, the order will be re-scheduled to the next available production capacity. Costs incurred by e-Systems Group, LLC due to any delay caused by Buyer, Buyer's Agent, Buyer's customer, or other entity working in conjunction with the Buyer will be reimbursed to e-Systems Group, LLC by the Buyer upon presentation of reasonable supporting documentation.
5. Claims for shipping errors or shortages must be submitted in writings, along with a copy of the packing list and bill of lading to e-Systems Group, LLC no later than 15 (fifteen) days from invoice date. Any damage to merchandise, concealed or otherwise, must be reported to the carrier immediately, and in no event shall exceed five (5) days. A written confirmation of this request for inspection should be mailed to the carrier with copies retained by the consignee.
6. Neither the Buyer nor e-Systems Group, LLC shall be liable to the other for any loss, damages, or delay attributable to, including but not limited to: Actions of the government, Labor strikes, lockouts or labor shortages, material shortages, fire, explosion, floods, riot, malicious mischief, Acts of God.
7. e-Systems Group, LLC does not accept any liability for any type of actual, consequential, and/or liquidated damages incurred by the Buyer for any reason whatsoever unless specifically defined within this Proposal.
8. Unless stated otherwise in this Proposal, all prices quoted are U.S. Dollars.
9. e-Systems Group, LLC does not include any taxes, manufacturer's processing fees, custom duties or excise fees unless specifically identified in this Proposal. To the extent such taxes, fees, & duties are required by applicable law or government regulation, e-Systems Group, LLC will include such additional costs as a separate line item when invoicing the Buyer and Buyer will recognize and honor payment for such costs.
10. Terms for all shipments are FOB-Factory. If international shipment, customer is responsible to provide e-Systems Group with end use and destination of e-Systems Group, LLC product. e-Systems Group, LLC does not include any freight charges unless specifically identified in this Proposal. Buyer will recognize and honor payment for such costs.
11. Buyer will pay e-Systems Group, LLC for materials shipped and/or services performed no later than thirty (30) calendar days after the invoice date. Prices quoted by e-Systems Group, LLC in the Proposal are based on no retainer being withheld and payment being received within the thirty (30) day period. All sums not paid within the thirty (30) day period are subject to interest at a rate of 1-1/2% per month from the date due until the invoice amount and applicable interest charges have been

received by e-Systems Group, LLC. Buyer's failure to make timely payment may result in the suspension of fabrication and/or shipment of any other order e-Systems Group, LLC is processing for Buyer. Payments will be made in U.S. Dollars.

12. e-Systems Group, LLC is not responsible for any type of back charges unless Buyer provides written notice explaining the problem within seven (7) calendar days after first identifying the circumstances involving the problem, otherwise Buyer's claim shall be waived. e-Systems Group, LLC shall be given reasonable time to remedy the described problem before Buyer takes action, unless immediate threat of personal injury or property damage exists.

13. Buyer recognizes and accepts that the materials proposed by e-Systems Group, LLC are custom fabricated products and are not a stocked item(s). Cancellation of an order by Buyer can only occur prior to the commencement of fabrication. Cancellation prior to fabrication will be subject to a 25% service charge to cover the cost of processing the order and subsequent cancellation.

14. Customer may reschedule once prior to fabrication with no penalty. Subsequent reschedules will incur a \$250.00 processing fee. Orders released to fabrication may not be rescheduled unless agreed to in advance by e-Systems Group, LLC. In the event fabrication is rescheduled, a storage fee will be charged.

15. e-Systems Group, LLC will base its Proposal on performing its work during regularly scheduled working hours (Monday-Friday; 8:00am-5:00pm). Should Buyer require the work to be accelerated, and should e-Systems Group, LLC be able to comply through the use of overtime, additional shifts, and/or other extraordinary efforts, Buyer will reimburse e-Systems Group, LLC for all costs incurred resulting from such actions.

16. All products and services sold in conjunction with the Proposal shall conform to e-Systems Group, LLC's standards and specifications. All products are subject to tolerances and variations consistent with usages of trade and uniform manufacturing practices concerning color, dimension, weight, straightness, sections, composition, and chemical properties. Buyer understands and accepts that there are normal variations in surface, internal conditions and quality and that the products proposed may vary within the range accepted as conforming within the trade.

17. e-Systems Group, LLC warrants that all steel products of its manufacture shall be free from defects in materials and workmanship for as long as the original purchaser owns the product. e-Systems Group, LLC warrants that all laminate products of its manufacture shall be free from defects in materials and workmanship for the first year of ownership. e-Systems Group, LLC warrants the System against defective parts and workmanship for a period equal to the warranty period for each OEM component of the system as provided by the OEM manufacturer and/or developer. e-Systems Group, LLC's sole obligation under this warranty and the sole and exclusive remedy of the Customer under this warranty is limited to the replacement or repair, at e-Systems Group, LLC's options, of the defective parts or workmanship. The repair or replacement of defective parts or workmanship is conditioned upon the System not having been altered or repaired by anyone other than e-Systems Group, LLC, its employees, or agents. e-Systems Group, LLC shall not be responsible for any defect resulting from the mishandling, abuse, improper storage, accident, negligence, theft, vandalism, fire, water, acts of God, or other condition beyond the control of e-Systems Group, or by cause other than normal use, or due to improper installation by someone other than e-Systems Group, LLC, its employees, or agents. e-Systems Group, LLC is not responsible and is not liable for improper handling, assembly, installation or maintenance, which may result in damage or injury. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE

18. A return authorization is required for all customer requested returns based on contacting the manufacturer (in writing) within 30 (thirty) days from shipment. Based on our manufacturing processes and the nature of our products, we build and ship to order. If a return authorization is given, all shipping costs associated with returned merchandise are the customer's responsibility. Product may not be returned COD or billed to manufacturer. All returned items must be in new/original condition in which received. A restocking fee of 25% of net product value will be applied and the adjusted order value will be calculated within 30 days from date of physical receipt of product. e-Systems Group reserves the right to refuse a request for a return authorization. Custom or modified products cannot be returned for credit unless covered by our limited warranty terms. Return policy may differ for items or components provided by our suppliers for outsourced materials.