



26815 W. Baseline Rd. Buckeye, AZ 85326

www.ParkerFasteners.com

623-925-5998

RFQ: Sales@ParkerFasteners.com

Order Status: CustomerService@ParkerFasteners.com



Parker Fastener LLC Terms and Conditions

- Parties.** Parker Fasteners LLC ("Parker") is the Seller and the person or entity placing the attached Purchase Order ("Order") is the Buyer.
- Terms.** The attached Order, together with any attached Schedule, Exhibit, Document and any other Document referenced therein, along with these Terms and Conditions ("Terms") set forth herein, shall constitute the contract of sale between Buyer and Seller (and may be referred to as the "Agreement"). Seller must approve any variance from these Terms in writing. Acceptance of this Agreement by acknowledgment or confirmation or other performance by Buyer shall be unqualified, unconditional and subject to and expressly limited to the terms and conditions of this Agreement. All previous offers by Seller are hereby withdrawn. Seller shall not be bound by terms additional to or different from those in this Agreement that may appear in Seller's quotations or bids, acknowledgments, invoices or in any other communications from Seller or in any acknowledgements, plans, specifications or any other communication from Buyer, unless such terms are expressly agreed to in a separate writing signed by Seller. Any acceptance of any portion of this Agreement shall be deemed an acceptance by Buyer of all of these terms as written, without alteration.
- Packing and Traceability.** All products have an assigned Product Lot Number. The Product Lot Number is attached to the outside of the box of every finished product. All correspondence must include the Order number and Product Lot Number. Any transportation charges paid by Seller, to which Seller is entitled to reimbursement, shall be added to Seller's invoice as a separate item. Parker requires that all required certifications and tests be requested at the time of originating the Order. All products are sold in full order quantities and Orders are non-cancelable and non-refundable. All products are sold in full order quantities and orders are non-cancelable and non-refundable.
- Payment.** All Orders must be received with a cash or check payment. For approved Buyers with established credit acceptable to Parker, the terms of purchase are Net 30 days from date of shipment. Parker makes no assurance that credit will be extended or that, once extended, will be maintained at any specified amount. Should Parker determine, in the exercise of its sole discretion, that Buyer is no longer credit worthy, it may suspend deliveries of product, require prepayment in immediately available funds prior to shipment, or require some form of performance assurance from Buyer. All prices are quoted and payable in U.S. Dollars. If an open account Buyer fails to make full payment within thirty 30 days from date of shipment, Parker may defer any further shipments or other orders, or cancel any portion of an unshipped order. Any sums not paid as agreed will bear interest at the rate of 18% per annum (1.5% monthly) or at the highest rate available under

FORGING THE FUTURE

ISO 9001 • AS9100 • QSLM Class 2/3 • Cage Code 6YKZ1





applicable law. Any credit applied to the account of Buyer must be used within one (1) year from the date of the credit and any credits remaining after one year will be cancelled.

5. Shipping, Risk of Loss and Taxes. Buyer bears the cost of shipping. Should Parker honor a request to ship to a Buyer located outside of the United States of America, Buyer will assume all risk that the product and its labeling comply with the laws of the jurisdiction where the products are shipped and Buyer will indemnify and hold Parker harmless from, and defend it against, any liability which may arise from the noncompliance of the product with the laws of such jurisdiction, including costs (including expert witness fees) and attorney's fees. Buyer bears all risk of loss with respect to the product after Parker has delivered the product to a carrier for shipment. Buyer is responsible for all applicable taxes, including, but not limited to, sales taxes.
6. Product Modification. Parker shall not be responsible for products plated or modified in any manner not under its control.
7. Seller's Proprietary Property. All specifications, blueprints, technical documents, instructions, molds, models, casts, formulas, sketches, drawings, manufacturing processes, know-how, software and software protocols, electronic commerce system information, inventory management system information, and other business information supplied by Seller under this Agreement or prepared for Buyer by Seller under this Agreement shall be proprietary to Seller ("Seller's Proprietary Property") and shall remain the sole property of Seller, including exclusive designs developed by Seller prior to the placement of an Order. Seller's Proprietary Property shall be kept confidential, shall not be used by Buyer, its agents, representatives or employees for any purpose except in connection with the work to be done by Seller for Buyer under this Agreement, and shall not be used disclosed or made available to any other third party by Buyer or its agents, representative or employees. By its acceptance of this Agreement, Buyer agrees to take all necessary precautions against theft, destruction, damage, loss, unauthorized duplication or wrongful distribution, or unauthorized use of Seller's Proprietary Property. Unless otherwise agreed to by Seller in writing, Seller's Proprietary Property shall be returned to Seller upon completion of production or processing or earlier, upon Seller's demand.
8. Proprietary Rights and Infringement. Buyer undertakes and agrees to exonerate, indemnify, hold harmless and, if requested by Seller, defend, at Buyer's own expense all suits, actions or proceedings brought against Seller, its affiliates and subsidiaries or any of Seller's directors, officers, employees, agents, dealers, Buyers, or the users of any of the Goods purchased under this Agreement for actual or alleged infringement of any intellectual property right including, but not limited to, copyright, trademark, trade secret, United States or foreign letters patent or other proprietary rights of any third party on account of the use or sale of any such Good alone or in combination with other Goods or materials and Buyer expressly waives any claim against Seller that such infringement arose out of compliance with Buyer's or its Buyers' specifications and Buyer further agrees to pay and discharge any and all judgments or decrees which may

FORGING THE FUTURE

ISO 9001 • AS9100 • QSLM Class 2/3 • Cage Code 6YKZ1





26815 W. Baseline Rd. Buckeye, AZ 85326

www.ParkerFasteners.com

623-925-5998

RFQ: Sales@ParkerFasteners.com

Order Status: CustomerService@ParkerFasteners.com



be rendered in any such suit, action or proceeding against any indemnified party.

- 9. Limited Warranty and Exclusive Remedy. Products sold hereunder, which are manufactured by Parker, are warranted to conform to specifications of the latest issue of the Industrial Fasteners Institute or Buyer's written plans and specifications ("Limited Warranty"). This Limited Warranty is expressly in lieu of all other warranties, whether expressed or implied, including without limitations, any implied warranty of merchantability or fitness for a particular purpose and any warranty that the products are tamper proof and shall expire one year from the date of delivery of the product to the Buyer. Buyer will immediately notify Parker in writing of any alleged deficiencies in the delivered product and failure to so notify Parker shall be a waiver of any alleged deficiencies.

Assuming notice of alleged deficiency is given, Parker, at its option, will either repair or replace (without charge to the buyer, except for the cost of shipping) products under Limited Warranty which are returned to Parker's factory which Parker in its sole opinion finds: (1) deviate from the plans and specifications by at least fifteen percent (15%); and (2) such deviation adversely affects the design; and (3) such deviation if proven to be the sole and primary cause of the product failure; and (4) the product has not been subjected to misuse or modified in any way. Alternatively, Parker, at its option may refund consideration paid by the Buyer for the product and have no further liability.

The Limited Warranty shall be the sole and exclusive remedy of the buyer.

- 10. Disclaimer and Limitation of Liability.

TO THE FULLEST EXTENT PERMITTED BY LAW, PARKER HEREBY DISCLAIMS ALL WARRANTIES FOR ITS PRODUCTS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PARKER SHALL HAVE NO LIABILITY TO ANY BUYER, INCLUDING LIABILITY FOR FAULTY PRODUCTS, BEYOND THAT STATED ABOVE. PARKER WILL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, CONTINGENT, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE OR USAGE, COST OF SUBSTITUTE GOODS, OR ADDITIONAL COSTS INCURRED BY BUYER OR THIRD PARTIES. Liability on any claim of any kind, including negligence, for any loss or damage arising out of, connected with, or resulting from the performance or breach of the terms hereof, or from the

FORGING THE FUTURE

ISO 9001 • AS9100 • QSLM Class 2/3 • Cage Code 6YKZ1





26815 W. Baseline Rd. Buckeye, AZ 85326

www.ParkerFasteners.com

623-925-5998

RFQ: Sales@ParkerFasteners.com

Order Status: CustomerService@ParkerFasteners.com



design, manufacture, sale, delivery, resale, installation, technical direction, inspection, repair, or use of any product shall in no case exceed the price of the products which give rise to the claim.

11. Waiver. The failure of either party at any time to enforce any right or remedy available to it under this Agreement or otherwise with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

12. Choice of Law. These terms and conditions shall be construed and interpreted in accordance with the laws of the State of Arizona. For purposes of these terms and conditions, the United Nations Convention on the International Sale of Goods shall not be considered as a part of the law of the State of Arizona and shall not be applicable to this Agreement.

13. Venue and Collection. In the event of any litigation between the parties, the exclusive jurisdiction and venue thereof shall lie in the state and federal courts located in Phoenix, Arizona. Parker and Buyer consent to the jurisdiction and venue of such courts and waive all rights to seek access to any other court. It is understood and agreed that Buyer will pay, to the extent permitted under law, all reasonable costs and expenses, including attorney's fees and costs, incurred by Parker Fasteners in connection with any collection action for payment of the amounts due herein.

14. Entire Agreement. All previous quotations and agreements relating to this transaction are hereby superseded, and these Terms constitute the entire agreement between the parties as to the subject matter. All sales made by Parker are expressly conditioned upon Buyer's acceptance of these Terms. If there is any inconsistency between these Terms and those contained in any document submitted by Buyer, these Terms shall control even if Buyer's documents expressly limit acceptance to use of Buyer's terms and conditions. Parker shall only be bound by such additional terms and conditions to which it specifically agrees in writing.

FORGING THE FUTURE

ISO 9001 • AS9100 • QSLM Class 2/3 • Cage Code 6YKZ1

