

# NATIONAL CIRCUIT ASSEMBLY

## TERMS AND CONDITIONS

### **Validity:**

Quotations are not an offer and in no way assure or guarantee that work will be performed by NCA or that a purchase order will be accepted by NCA. Unless otherwise specified, quotations are valid for 30 days from the above date. By issuing a purchase order, Customer agrees to be bound by these terms and conditions.

### **Terms:**

Terms are Net 30 for approved accounts. All others are COD, or by credit card (American Express, VISA or MasterCard). Shipping is by the Customer's preferred method and is not reflected in the quotations. Shipping charges are the Customer's responsibility and will be added to the final invoice. NCA reserves the right to revise quotations if the product specifications, parts list or design changes.

### **Project Commencement:**

NCA requires a formal Purchase Order before any work can be performed or material can be ordered. The Purchase Order can be faxed, emailed or hand delivered to NCA.

### **Cancellations and Schedule Changes:**

The Customer may not cancel any Purchase Order or reschedule the quantity of Products and/or Delivery Date within thirty (30) days of the scheduled Delivery Date. Product may be rescheduled one (1) time.

### **Labor-only Quotes:**

NCA requests that Customer supply all of the necessary parts (properly kitted and identified with a 5% overage included and all capacitors and resistors on reel or cut tape of at least 18 inches), a complete assembly drawing and a complete bill of materials (with reference designators and part numbers) and any special engineering notes. The assembly process can begin shortly after receiving the complete kit.

### **Turn-key Quotes:**

Customer must provide a complete, descriptive BOM (with suggested manufacturers and part numbers), an assembly drawing (this can be ordered from NCA) and any special assembly notes. NCA cannot be responsible for any delays in your project for parts that have long lead times, have been discontinued, or are no longer available. All shipping and handling charges associated with parts orders will be added to the Customer's final invoice (prepaid and add) unless the Customer supplies NCA with their FedEx or UPS number (third party billing). Any part overage (after a project is completed) will be returned to the Customer.

### **Indemnification:**

Customer will indemnify NCA against, and hold NCA harmless from any and all losses, claims, suits, damages, liabilities, and/or actions or related expenses of whatsoever kind or nature, including reasonable attorneys' fees and expenses at all levels, including appeal, mediation, arbitration, administrative or bankruptcy proceedings (collectively, the "NCA's Losses"), incurred or sustained by, or asserted against NCA arising out of, in any way connected with, or as a result of, any misrepresentation, breach of warranty, performance or non-performance by Customer as related to this Project or this Agreement, and/or any design or manufacturing defects, any claim of trademark, patent or copyright infringement against NCA arising out of this Project, or of any of the Customer's respective obligations, representations or warranties under this Agreement and/or the other documents contemplated hereby and thereby and/or the consummation of the transactions contemplated herein, whether or not the Customer is a party thereto, and shall make immediate payment as required thereon. This paragraph and the obligations hereunder shall survive and continue following the termination or expiration of this project.

The Customer covenants that if, at any time, a claim is made against NCA in respect of this Project, any design or manufacturing defect, this Agreement, trademark, copyright or patent infringement or otherwise, the Customer shall satisfy such claim at its sole cost and expense within thirty (30) days of the Customer's receipt of written notice of same. In the event that the Customer fails to satisfy any claim within thirty (30) days of the written notice to the Customer referred to above, then NCA may, in its sole discretion, expend all reasonable sums to satisfy such claim, which sums shall be reimbursed by the Customer upon demand.

### **Confidentiality:**

All verbal and written information related to this quotation should be treated as confidential information.