



QP196	PGF Quotation Terms & Conditions		
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Approved: 4/2/2020 8:11 AM - Jim Parsons			

**PGF TECHNOLOGY GROUP
 QUOTATION
 TERMS AND CONDITIONS**

1. **PRICES AND TAXES:** In the event the Company's Proposal and Offer and/or Buyer's order provides for deliveries later than 30 days from the date of this Acknowledgment, the prices quoted are subject to escalation to Manufacturer's prices in effect at the time shipment is made, except in cases where the Company has agreed in writing to waive such escalation. Unless otherwise stated herein, prices quoted are F.O.B. Point of Manufacturer. Unless otherwise agreed by the Company in writing, the amount of any local, State or Federal tax levied on the products referred to herein shall be added to the amount paid by and remain the sole responsibility of the Buyer. Any portion of the price, which is not paid in accordance with the terms of payment herein stated, shall bear interest from the due date at the rate of 1/20 of 1% per day until paid.
2. **DELIVERY:** Any dates or schedules, which may be specified for the delivery of the products covered hereby, have been stated only approximately and are estimated from the date of receipt of Buyer's order, with complete drawings, specifications, designs, samples and other information reasonably requested by the Company in order to proceed with the manufacture and/or order of the products and the Company shall not incur any liability, either direct or indirect, nor shall any order be cancelled because or as a result of any delays in meeting such dates or schedules.
3. **FORCE MAJEURE:** The Company shall not be responsible or liable for any delays or failures in manufacture or delivery due to any cause or condition beyond the control of the Company, including, without limiting the generality of the foregoing, strikes or other labor difficulties, fire, floods, inability to secure transportation facilities, actions of the elements, shortage of materials or equipment, riots or other civil commotion, and war, accident, acts of God, or act of any government.
4. **LAW ORDINANCES AND REGULATIONS:** The Company shall utilize reasonable efforts to cause products manufactured or designed by it to comply with its interpretation of federal safety regulations and insurance codes of a national scope. However, the Company shall not be responsible for compliance with local interpretations of such federal or insurance codes, not with any local laws, ordinances, codes and/or regulations which may at any time be in effect with respect to the products, unless such responsibility shall be expressly assumed by the Company in writing. Further, the Company shall have no responsibility whatever for compliance with such laws, etc. by products manufactured or designed by others.
5. **CHANGES IN DETAIL OF DESIGN:** The Company and/or its suppliers shall be entitled to make any and all changes in details of design, fabrication or arrangement of the products as the Company in its sole discretion determines will constitute an improvement upon the products or any specifications of designs previously furnished to the Buyer.
6. **PRODUCTS MADE TO BUYER'S SPECIFICATIONS:** The Company makes NO WARRANTY WHATSOEVER, except as to title, with respect to products manufactured, and/or designed to Buyer's own specifications and the Buyer shall, at its own expense, defend and save the Company harmless from and against any claim, suit, expense or otherwise which shall be asserted or brought against the Company by reason of its manufacture or sale of such products.
7. **WARRANTY:** The Company MAKES NO WARRANTY WHATSOEVER concerning products manufactured by others, but will extend to you such warranties respecting such products as are permissible under the terms thereof. The Company will repair or replace products manufactured by it which prove defective within one (1) year from the date of shipment upon return of the same at Buyer's expense when such defects are due to defective material supplied by the Company of defective workmanship of its employees, provided the products shall have been properly assembled and utilized in accordance with the Company's design thereof and instructions relating thereto, it being understood that the foregoing warranty shall be of no effect whatsoever in the event any changes are made in the products prior to or in connection with their assembly or use.
8. **EXCLUSION OF OTHER WARRANTIES:** EXCEPT FOR THE EXPRESS WARRANTY AS DESCRIBED ABOVE, THERE ARE NO WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES AS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WHICH EXTEND BEYOND THE DESCRIPTION OF THE PRODUCTS ON THE FACE HEREOF, NO WARRANTIES OR REPRESENTATIONS AT ANY TIME MAKE ANY REPRESENTATIVE OF THE COMPANY SHALL BE EFFECTIVE TO VARY OR EXTEND THE ABOVE REFERENCED EXPRESS WARRANTIES OR ANY OTHER TERMS HEREOF.
9. **LIABILITY LIMITATION:** In no event shall the Company be liable for consequential, incidental or special damages resulting from or in any manner related to the products, their design, use, or any inability to use the same, including, without limitation, damages arising out of or in any manner relating to the delivery of the products or any delay with respect to their delivery, it being understood that the sole and exclusive remedy with respect to defective products manufactured by it shall be the repair, correction or replacement thereof pursuant to the "WARRANTY" provisions hereinabove contained. Should the products prove so defective, however, as to preclude the remedying of warranted defects by repair or replacement, the Buyer's sole and exclusive remedy shall be the refund of the purchase price of the defective products involved upon the return of the products to the Company.
10. **INTENDED USE OF PRODUCTS:** The products covered hereby are designed and have been offered for only those applications specified in the Company's Proposal and Offer. The above-stated "WARRANTY" provisions, as well as all other obligations of the Company to Buyer, respecting the products, are subject to the use of the products for only such applications.
11. **CANCELLATION OR CHANGES OF ORDERS:** No orders may be withdrawn or canceled by the Buyer, nor may they be deferred when ready, unless the Company shall first be paid a cancellation or deferral charge of a responsible amount acceptable to the Company. In the event Buyer shall request changes in its order after receipt thereof by the Company, it shall be responsible for all charges reasonably assessed by the Company with respect to such changes. Upon bankruptcy or insolvency of the Buyer, the contract between the parties shall be canceled.
12. **NO PROTECTION FROM CLAIM OF INFRINGEMENT:** The Company makes no representation or warranty that the delivery or subsequent use of the products ordered shall be free of the claim of any third party by way of infringement.
13. **APPLICABLE LAW:** The terms and conditions applicable to the transaction provided for herein shall be determined and construed in accordance with, and shall be governed by, the laws of the State of Michigan and Buyer and the Company agree to submit to the jurisdiction of the appropriate State or Federal Court within Michigan for purposes of resolving any dispute or claim arising in connection with said transaction.
14. We hereby certify that these goods were produced in compliance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act, as amended and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.
15. The products listed above meet the requirement and specifications of the standards under the Occupational Safety and Health Act of 1970.
16. **NUCLEAR INDEMNITY:** If the products are to be used in any nuclear installation or activity, then Buyer or the ultimate user (i) shall secure and maintain the maximum nuclear property damage liability insurance protection available, (ii) shall enter into and maintain a government indemnity agreement, and (iii) shall waive and require its insurers to waive all rights of recovery or subrogation against the Company for, and shall indemnify and hold the Company harmless from and against, any claims, losses or damages (including consequential or special damages of any kind) arising out of a Nuclear incident as that term is defined in the Atomic Energy Act of 1954, as amended.
17. **SOLVENCY:** Buyer represents to the Company that it is solvent and that on each delivery this representation shall be deemed renewed unless notice to the contrary is given in writing by the Buyer to the Company at or before delivery of the goods. Insolvency shall have the meaning set forth in MCLA 440, 1201 (23).
18. **SECURITY INTEREST/TITLE:** The Company reserves title to and a security interest in the property described herein and proceeds thereof, to secure the payment of the unpaid property described herein and the proceeds thereof, to secure the payment of the unpaid purchase price of said property. When the Buyer pays the purchase price, indicated in the Total Invoice section hereof, or any adjustment amount agreed to by the Company, title to the property shall pass to the Buyer. If Buyer makes payment to the Company by check, title to the property shall remain in the Company until the check(s) are finally paid. Buyer shall cooperate and provide Company with any additional documents deemed necessary by company to perfect its security interest including but not limited to finance, continuation or termination statements.