



## Terms and Conditions – USA

### Terms and Conditions of Sale

#### QUOTATION

Written quotations are open for acceptance for a period of 90 days from the date of the quotation. It does not constitute an offer and may be revised and withdrawn at any time prior to the Company's acceptance of the customer order.

#### PRICES

Prices quoted in US Dollars (USD, US\$) are Ex-Works. Price lists may be altered at any time without notice. The prices quoted are for the quantity shown on the quotation. For non-standard products the price is subject to approval of the drawing at the current issue.

#### CERTIFICATION OF CONFORMITY

Where a certificate of conformity is required, a charge may be made. This charge will vary depending on several factors and will be shown on the relevant order acknowledgement or invoice.

#### MINIMUM ORDER CHARGE

The Company reserves the right to apply a Minimum Order Value (MOV) and a Minimum Line Value (MLV). These are currently: MOV = US\$250.00; MLV = US\$100.00.

#### MINIMUM SHIPMENT QUANTITY

The Minimum Shipment Quantity is the quantity shown on the quotation or the quantity and schedule determined by Harwin, dependent upon capacity.

#### NON-RECURRING ENGINEERING CHARGES

When Non-recurring Engineering charges (NRE) are quoted, part of the charge will be payable within 7 days of order placement and the balance will be payable on delivery or as specified at the time of quotation.

#### CANCELLATION

Orders are non-cancellable within lead time without incurring cancellation charges. The cancellation of standard products incurs a charge of up to 80% of the sales price of the cancelled item(s) or US\$165.00, whichever is the greater. The cancellation of special products incurs the following cancellation charges:

- Work not yet commenced by the Company – 30% of the sales price of the cancelled item(s) or US\$165.00, whichever is the greater, plus the cost of any special material already purchased by the Company for use in the manufacture of the order.
- Work already commenced by the Company – up to 90% of the sales price or US\$165.00, whichever is the greater, plus the cost of any special material already purchased for use in the manufacture of the order. Rescheduling of the order is not accepted after commencement of manufacture.

#### TOOLING

Tooling remains the property of Harwin plc.

#### DELIVERY

Where delivery promises are given, the time quoted will commence from the date of acknowledgement of the order and is the number of statutory working days. Time of delivery is not of the essence of the contract unless agreed and expressly stated so.

Every effort will be made to fulfill delivery within the time acknowledged but the Company shall not be liable to the buyer for any loss or costs resulting from late delivery. The Company reserves the right to vary delivery charges should exceptional economic conditions arise and dictate such action. Any request for proof of delivery must be requested within one calendar month of date of invoice. For non-standard products the product lead-time stated is an estimated time only and is dependent upon final acceptance of initial samples.

#### NON-ACCEPTANCE OF GOODS

The buyer shall inspect goods immediately. Goods delivered but found by the buyer not to be of the standard required may be returned to the Company only after the Company's confirmation. The Company may accept the return of its standard products provided it is notified of the default within 10 calendar days of the date of invoice and goods are returned promptly in the original packaging, carriage paid and in new condition. Such returns must be accompanied by the original Harwin batch number and will be credited less a possible handling and re-inspection charge.



## DAMAGE OR SHORTAGE

Complaints as to goods received damaged or short must be made to the Company in writing within 7 calendar days of receipt of goods. Failure to observe this 7-day notification means the goods will be deemed to have been accepted as invoiced.

## QUANTITIES

The quantity of goods supplied where the goods are to customer's special design shall be deemed to be complete notwithstanding a deficiency or a surplus of up to 5% of the total order quantity.

## LOSS IN TRANSIT

Liability for goods lost in transit will not be accepted unless both the carriers and the Company are advised in writing within 14 calendar days of invoice.

## PAYMENT

Unless otherwise agreed in writing, payment shall be due 30 days net. In the event of default in payment, the Company reserves the right to suspend further deliveries and cancel orders until due payment is made, and to charge the customer interest on any amount outstanding at the rate of 2% per annum above the base rate of Barclays Bank plc in force at the time when payment is due.

## RETENTION OF TITLE

Property in the goods supplied will not pass in law until payment for those goods has been received in full. Until payment in full, the customer shall hold and store at his own expense the goods on the Company's behalf with license to use the goods; such license being revoked automatically on the insolvency of the customer or expressly by actual revocation. Upon such insolvency or revocation, the customer is obliged to identify any remaining Company goods and provide possession of the goods immediately. Upon such insolvency or revocation the Company shall be entitled to enter the customer's premises and remove goods to the value of all monies owed by the customer and used under the said license (whether or not the same shall have been incorporated with other goods to form a new product PROVIDED THAT the goods are capable of being removed and subsequent re-use) without prejudice to its right to sue for non-payment. In the event of the Company exercising its right of removal it shall not be liable for any damage to the property or premises of the customer caused by such removal. Until payment in full the Company shall have a lien on all property of the customer in its possession. This retention of title clause cannot be changed without the written consent of Harwin plc.

## INTELLECTUAL PROPERTY RIGHTS

Intellectual Property Right (IPR) arising from research or development work required to be carried out by the Company in connection with the manufacture of goods shall be vested in the Company, unless agreed otherwise by both parties.

## FITNESS FOR PURPOSE

No warranty is given that the goods supplied are fit for any particular purpose as defined to the Company by the customer. No warranty is given that the goods are supplied in the pursuance of a written request by the customer to supply goods for a particular purpose. Unless stated in the purchase contract and specifically agreed by us, the purchaser shall be wholly responsible for ensuring that the products supplied are used in such a manner as to ensure compliance with Directives on Electro-Magnetic Compatibility such as Directive 89/336/EEC and/or its equivalent for Telecommunications Equipment.

## ILLUSTRATIONS AND DESCRIPTIVE MATTER

Descriptions, illustrations, and specifications contained in the Company's catalogs, price list and other advertising material are by way of identification only and are intended merely to present a general idea of the goods described therein. The use shall not in any circumstances constitute a trade by description.

## LEGAL CONSTRUCTION

Any conditions imposed by the purchaser which are at variance with the above will not be accepted unless agreed by the Company in writing prior to its acceptance of the order. Unless otherwise agreed in writing, the contract shall in all respects be construed and operated as an English Contract in conformity with English Law.

## SHELF LIFE

Please see the documentation on the Harwin website for our Shelf Life Policy:  
<https://www.harwin.com/support/articles/msl-esd-and-shelf-life-policy/>