

- TERMS AND CONDITIONS –
QUOTES/ PRODUCT SALES
(9-15-2025)

1. **PRICES** – All goods are billed at Seller's quoted prices. All prior quoted prices are subject to change without notice. Buyer shall accept Seller's certification of prices applicable on each shipment until the order is completed. Understanding the current challenges in supply chain with shortages and extended lead-times IRP Medical , Integrated Polymer Solutions (IPS) companies, may be required to revise quoted prices herein prior to acceptance/acknowledgment of purchase orders. Our goal is to offer stable pricing for the validity term of the quote however supply chain pricing and lead-time volatility will be shared with the buyer.
2. **TAXES / TARIFFS** – In addition to the prices stated herein, Buyer shall reimburse Seller for all taxes, excises, fees, tariffs, or other charges which Seller may be required to pay to any government (National, State or Local) upon the sale, use, production or transportation of the goods sold hereunder. This includes any Government Charges imposed on the goods or base material after our quote to Buyer.
3. **DELIVERY** – Estimates of delivery are subject to revision when complete ordering information is received by Seller. There shall be no liability for failure or delay of delivery due to acts of God, acts of Buyer, Government action, fire, flood, war, accident, labor trouble or shortage: inability to obtain material equipment or transportation, or other causes beyond the reasonable control of Seller. Upon any such delay or failure, the delivery date shall be extended or the items affected may be eliminated from the order (except as provided in paragraph 9).
4. **SHIPMENTS** – F.O.B. point of shipment. Title and risk of loss or damage passes to Buyer on delivery to carrier.
5. **WARRANTY** – For a period of sixty (60) days from shipment date, Seller warrants the title and merchantability of the goods. If the goods do not meet these warranties, Seller shall promptly replace the goods, or make a suitable adjustment in the price thereof, or repurchase the goods from Buyer, provided that Buyer delivers written notice to Seller within ten (10) days after the receipt of shipment and provided that the goods have not been processed or otherwise used in any manner. The foregoing expresses the entire liability of Seller regarding the properties or quality of the goods and Seller shall not under any circumstances be liable for any special or consequential damages. SELLER DOES NOT WARRANT THE SUITABILITY OF THE GOODS FOR ANY PARTICULAR PURPOSE. Even though samples or information as to observed properties of the goods may have been supplied to Buyer, Seller does not warrant the conformity of the goods to the samples or the observed properties.
6. **PATENTS** – Seller shall defend any suit or proceeding brought against Buyer so far as based on a claim that any goods furnished under this contract constitute an infringement of any patent of the United States, if notified promptly in writing and given authority, information and assistance (at Seller's expense) for the defense of same and Seller shall pay all damages and reasonable costs awarded therein against Buyer, provided that Seller shall have no such responsibility to defend any such suit or proceeding or to pay any such damages or costs if the infringement claim arises out of or relates to any action or omission of Buyer. In case said goods are in any such suit held to constitute infringing goods and the use or resale thereof is enjoined, Seller shall procure a license for Buyer or repurchase the goods or replace same with non-infringing goods so long as such infringement is attributable directly to Seller and not to any other party, including Buyer. The foregoing states the entire liability of Seller for patent infringement by said goods. No patent license is granted or implied by Seller and no warranty is given by Seller against infringement of the patents of others by reason of the use of the goods in combination with other goods or in the operation of any process. In all events, Buyer shall save Seller harmless from infringement of patents arising from compliance with Buyer's designs or instructions.
7. **QUANTITY** – Because of conditions existing in manufacturing the goods, Seller reserves the right to ship and bill 10% more or less than the exact quantity specified.
8. **TOOL CHARGES** – (a) Where special tooling or other manufacturing or production apparatus is required and specifically paid for by Buyer, one-half of the quoted tool charge must be paid with the placing of the original order for tools or such apparatus, the balance not later than 10 days after the receipt of the first samples. Upon payment in full therefore any such tools or other apparatus shall become the property of the Buyer, but may not be removed from possession of Seller (or it's designee) until an additional engineering charge of 15% of original charge is paid by Buyer. Where any such tooling or other apparatus incorporates trade secrets of Sellers, such tooling or apparatus may never be removed from Seller's (or it's designee's) premises but will be kept for the exclusive use of Buyer. (b) Tools and such other apparatus shall not be removed from Seller's plant except as specified in section 8. In the event of such removal, Buyer shall accept same "as is" f.o.b. Seller's plant and reimburse Seller for any packing or other charges incurred. Seller reserves the right to hold up return of tools and such other apparatus until Buyer pays any amount due Seller and, in that regard, Buyer grants to Seller a security interest in all of Buyer's right, title and interest in and to (i) any such tools, equipment or other apparatus now or at any time hereafter delivered to Seller by or on behalf of Buyer and (ii) any and all products (including the goods to be shipped hereunder) and proceeds of the foregoing, to secure payment and performance of all of Buyer's obligations hereunder and under any and all other invoices or other documents, agreements and instruments between Buyer and Seller. Buyer shall execute and deliver to Seller all UCC financing statements reasonably requested by Seller in connection with the foregoing grant of a security interest in tools, equipment, apparatus and the products and proceeds thereof. Seller will for a period of two years after completion of Buyer's most recent production order, maintain all tools and other apparatus still in its possession pertaining to said order in condition to furnish molded pieces, subject to due allowance for ordinary wear and tear and casualty. Three years from the completion of such order, such tools and other apparatus shall become the property of Seller for all purposes and Seller may thereafter dispose of such tools and other apparatus. Anything contained herein to the contrary notwithstanding, it is specifically understood and agreed that Seller shall not be liable to Buyer or any other person, firm, or corporation, for the loss, damage, destruction or disappearance of any tools or other apparatus left in Seller's (or it's designee's) possession and/or control, and in the event of such loss, damage, destruction or disappearance. Buyer and/or any other person, firm or corporation shall have no claim therefore against Seller whatsoever.
9. **CHANGES AND CANCELLATION** – Orders accepted by seller after thirty (30) days are not subject to changes or cancellation by Buyer, except for Seller's written consent. If this sale covers goods that must be manufactured especially for Buyer and such change or cancellation is made, Buyer shall take all completed goods at full price and all goods in process at cost plus pro-rata profit and Buyer shall reimburse Seller for any loss on materials purchased or on contract for the filling of the order.
10. **ERRORS** – Stenographic and clerical errors are subject to correction.
11. **JURISDICTION** – Quotes and Orders are governed by the laws of the State of California, without regard to conflict of laws principles. Seller certifies that the goods described herein are produced in compliance with the requirements of Section 12a of the Fair Labor Standards Act of 1938, as amended.
12. **TERMS OF PAYMENT** – The terms of payment are net 30 days and are subject to change without notice at the discretion of Seller.
13. **ATTORNEYS' FEES** – Buyer promises to pay all costs and expenses of Seller and its successors and assigns incurred in connection with the collection of Buyer's obligations hereunder or in the enforcement or attempted enforcement of any of Seller's rights hereunder, including attorneys' fees and disbursements, whether or not an action is filed in connection therewith.
14. **ENTIRE CONTRACT**- These terms and conditions constitute the entire contract between Buyer and Seller, transcending any oral arrangements, representations or purchase order of Buyer which may be inconsistent therewith.