

SALES ORDERS – TERMS AND CONDITIONS

- 1. APPLICABILITY:** Unless other terms have been agreed to in writing, these terms and conditions of sale are applicable to any customer (hereinafter “Buyer”) of WG Henschen Co. (hereinafter “WG Henschen”). By accepting delivery, Buyer agrees to be bound by these terms and conditions of sale, notwithstanding Buyer’s terms and conditions—whether or not supplied to WG Henschen at any time.
- 2. ORDER ACKNOWLEDGMENT:** WG Henschen will acknowledge receipt of purchase orders, and acceptance or denial within five (5) business days.
- 3. ORDER MINIMUMS:** Unless other terms have been agreed to in writing, minimums are \$50.00 per order for sales in North America (USA and Canada), \$100.00 per order anywhere else and \$25.00 per line for orders received.
- 4. AVAILABILITY OF STOCK:** Stock is subject to prior sale.
- 5. PRICING:** Prices are in \$US dollars and subject to change without notice. WG Henschen will inform Buyers of any price change before an order is accepted.
- 6. PAYMENT TERMS:** Unless other terms have been agreed to in writing, payments from Buyers who have been given credit terms must be received at the address shown on the invoice within thirty (30) days of the WG Henschen’s invoice date; a late payment charge of 5% of any balance past due will be applied on the day after the payment due date, and this 5% charge will be applied each month until the overdue amount is paid. Invoices commence at the time of shipment. Shipments to Buyers who have not established credit terms will be made on a C.O.D. basis or charged to a credit card (VISA, MasterCard, AMEX). Credit card charges accepted only in writing from the Buyer.
- 7. DELIVERY:** Unless other terms have been agreed to in writing, shipping terms are FOB WG Henschen’s/WG Henschen’s dock. Title and risk of loss shall pass to Buyer at WG Henschen’s dock. WG Henschen shall not be liable for delays in delivery, performance, or failure to perform, manufacture or deliver for causes beyond its reasonable control.
- 8. CANCELLATION / RESCHEDULE:** No Buyer purchase order may be cancelled or rescheduled without WG Henschen prior written authorization and, in such event; Buyer will be liable to WG Henschen for any additional costs and expenses incurred by WG Henschen to fulfill the purchase order, up to and including the full cost of the order in WG Henschen's sole discretion.
- 9. CERTIFICATION:** A Manufacturer’s Certificate of Conformance (MCC) will be provided for each lot of material on this Purchase Order, which states that the product supplied meets all drawing, specification and purchase order requirements. A full certification package (i.e., sub-tier supplier on certifications including material and processes) can be provided upon request (a charge may be applied). This request must be stipulated on the request for quotation and the subsequent purchase order. A copy of the manufacturer certificate of conformance and/or a test report can be provided upon request (a charge may be applied).
- 10. EXPORT RESTRICTIONS:** Buyer agrees to be in full compliance with all United States laws and regulations including the Export Administration Regulations and the International Traffic in Arms Regulations. Buyer is responsible for complying with any local laws in Buyer’s country, which may impact Buyer’s right to import, export, or use of the parts. WG Henschen requires End-Use Statements for orders involving international shipments
- 11. WARRANTY:** WG Henschen warrants that articles delivered hereunder conform to final specifications, drawings, and other descriptions agreed in writing, and are free from defects in materials and workmanship. These warranties shall run to the Buyer, its successors, assigns and customers. These warranties shall expire twelve (12) months after delivery of the article to the Buyer; or any other period of service life or performance granted in writing by the WG Henschen. These warranties shall not apply if the articles or any parts thereof have been subjected to; any maintenance, overhaul, installation, storage, operation, use, handling or environment which is improper or not in accordance with WG Henschen’s instructions; any alteration, modification, or repair by anyone other than WG Henschen or its authorized representative; or any accident, misuse, neglect, or negligence after delivery by WG Henschen. Warranties shall not apply for defect or non-conformities attributable to any part not supplied by or approved by the WG Henschen.
- 12. DISCLAIMER OF WARRANTY:** The forgoing warranties are exclusive and in lieu of, and WG Henschen disclaims, and Buyer waives, all other warranties of merchantability, fitness for a particular purpose and of any other type, whether express or implied, arising by law (Statutory or otherwise) and whether or not occasioned by WG Henschen’s negligence.
- 13. RETURN POLICY:** Under certain conditions, shipments of parts regularly carried in stock may be returned within thirty (30) days of invoice date. Within this time requirement, contact a WG Henschen sales representative for a Return Material Authorization (RMA) number. A Buyer who does not obtain an RMA# will be responsible for any excess costs incurred. Parts must be returned in the original WGH packaging/labeling for traceability requirements and a copy of the original shipment’s paperwork. Parts not returned in WG Henschen packaging, or without a valid RMA#, may not be accepted. Where parts are returned for reasons other than an error by WGH, restocking fees may be charged, up to and including the full cost of the order at WG Henschen's sole discretion.
- 14. APPLICABLE LAW / DISPUTES:** Any Agreement/ Purchase Order This contract shall be governed by the laws of the state of Arizona. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association of Phoenix, AZ under its Commercial Arbitration Rules, the exclusive venue shall be in Maricopa County Arizona, and judgment on the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.
- 15. EXCLUSIVITY OF REMEDY, LIMITATION OF LIABILITY:** In the event Buyer claims that WG Henschen has breached any of its obligations under this agreement, WG Henschen may request the return of the products and tender to the Buyer the purchase price paid by Buyer and WG Henschen shall have no further obligations under this agreement except to refund such purchase price. The remedies provided for in this paragraph shall constitute the sole recourse of Buyer against WG Henschen for claims relating to the sale or use of products, whether the claim is made in tort or in contract, including claims based on warranty, negligence, strict liability, product liability, or otherwise. WG Henschen shall not be liable for indirect, incidental, or consequential damages, any damage to aircraft, or loss of use.
- 16. QUANTITIES:** All quotations are based on Buyer accepting over-run or under-run on each individual item not exceeding 5% of quantities on quantity ordered. Where closer control of quantity is required, special arrangements must be made.