

# HIWIN CORPORATION

## STANDARD TERMS AND CONDITION OF SALE

### Product Specifications/Drawings

- All products are manufactured according to Hiwin standards or to specifications contained in Hiwin-approval drawings.
- For custom products, a customer-generated drawing is required at time of quotation and again at time of purchase order placement.
- A signed approval drawing is required for non-standard products.
- Non-standard products are non-cancelable and non-returnable.
- Hiwin's manufacture of products based on drawings or specifications provided and/or approved by Buyer is not a representation or promise that the products will function in the manner intended by Buyer. Buyer is fully and solely responsible for determining that a contemplated product application is safe, appropriate, and effective.
- Hiwin Linear Guideways are offered in Normal Grade - C.

### Product Availability and Pricing

- Quotations are valid for 30 days.
- Inventory Availability is on a first come, first serve basis.
- Prices are based on quantity per release and not order quantity. For quantities not listed on the Quotation form, Hiwin reserves the right to adjust prices based on the next lower quantity break down.
- Accepted annual blanket orders need to have firm releases. Hiwin reserves the right to ship any unreleased quantities at the end of the blanket order.
- Lead times provided on quotations are only estimates given at the time of the quotation and do not constitute promises of actual delivery dates.
- Lead times are calculated from date of order receipt and date of signed approval drawings (if required).
- Ship dates provided on the Hiwin Sales Order Acknowledgement are confirmed dates and will stand herewith unless notified by customers of any required changes.
- For all orders under \$100, a minimum \$50.00 additional fee will be added to the Hiwin order.
- Expedite Fees: a \$200 fee will be applied for each order up to \$20,000 or a fee of 2% of the total order will be applied for each order over \$20,000.

### Payment Requirements

- All purchases made with a credit card will undergo a pre-approval process to ensure the necessary funds are available prior to processing the customer's order.
- Orders will not be processed for either standard or non-standard product until payment in full is made within the established terms of payment or until the proper funds are transmitted to Hiwin prior to shipping.
- For non-standard products, a 50% down payment may be required prior to placing the product in production.

### Shipping Standards

- Any freight to or from Hiwin's subcontractor is the sole responsibility of the customer.
- The date shown is the date of shipment - FOB Elgin (uninsured) unless noted otherwise via customer purchase order.
- Expedite fees or air freight charges may apply if the customer requires an expedited delivery from the confirmed date.
- Cancellation or re-stocking charges may be incurred if the product is in the process of shipping or in process of being produced to the customer's specifications. Standard product that is shipped and deemed returnable (re-saleable) will incur a 50% re-stocking charge.
- Fed Ex is Hiwin's preferred carrier for ground shipments under 150 lbs.
- For over-sized shipments over 150 lbs., Hiwin will utilize the best available truck service and price (PPA) unless otherwise specified via customer purchase order.

## **LIMITED WARRANTY**

- **LIMITED WARRANTY AND LIMITATION OF LIABILITY:** Hiwin Corporation and the manufacturer warrant that all Hiwin products sold will be free of defects in materials and workmanship for a period of twelve (12) months from date of delivery. The foregoing twelve (12) month warranty shall not be extended or changed by Hiwin Corporation furnishing any replacements, additions, attachments, accessories or repairs to the product subsequent to the date of delivery or acceptance. The foregoing warranty is the sole and exclusive warranty of Hiwin Corporation and the manufacturer regarding the product.
- **BUYER'S REMEDIES AND HIWIN'S LIMITATION OF LIABILITY: BUYER'S SOLE AND EXCLUSIVE REMEDIES UNDER THIS WARRANTY SHALL BE LIMITED, AT HIWIN'S EXCLUSIVE DISCRETION, TO: (1) THE REPLACEMENT OF ANY DEFECTIVE PRODUCTS OR PART THEREOF; OR (2) THE REPAIR OF ANY DEFECTIVE PRODUCTS OR PART THEREOF; OR (3) A REFUND OF THE PURCHASE PRICE FOR ANY DEFECTIVE PRODUCT OR PART THEREOF. HIWIN'S WARRANTY HEREIN IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES OF SELLER AND THE MANUFACTURER OF THE PRODUCTS (COLLECTIVELY, "Manufacturing and Selling Parties"), WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE CREATED UNDER APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE. IN NO EVENT SHALL HIWIN OR THE MANUFACTURING AND SELLING PARTIES BE LIABLE (AND BUYER SHALL NOT ASSERT ANY CLAIM) FOR SPECIAL, INCIDENTAL, COMPENSATORY OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, DOWN-TIME, LOST PRODUCTION, OR ECONOMIC LOSS.**
- **IN ADDITION, HIWIN'S LIMITED WARRANTY SHALL NOT APPLY TO ANY PRODUCTS OR PORTIONS THEREOF WHICH HAVE BEEN SUBJECTED TO ABUSE, MISUSE, IMPROPER INSTALLATION, MAINTENANCE OR OPERATION, ELECTRICAL FAILURE OR ABNORMAL CONDITIONS; AND TO PRODUCTS THAT HAVE BEEN TAMPERED WITH, ALTERED, MODIFIED, REPAIRED OR REWORKED BY ANYONE NOT APPROVED BY HIWIN.**