



20 POWERS DRIVE  
MERIDEN, CT. 06451

## QUOTATION Terms and Conditions

1. This quotation is for your immediate acceptance, is valid for 60 days and is subject to change by Aeroswiss LLC after that expiration.
2. All orders are subject to acceptance by Aeroswiss LLC. in Meriden, Connecticut, and shall be construed as contracts made in the State of Connecticut
3. Orders are not valid until Aeroswiss LLC. issues an Order Acknowledgement to the buyer.
4. Estimates of delivery are made by Aeroswiss LLC in good faith, but are not guaranteed. We cannot assume any risk of delay due to strikes, accidents to machinery, delays of carriers, delays of material by our suppliers, fires, Acts of God or other causes beyond our control.
5. In addition to the prices named you will pay Aeroswiss LLC the amount of any excise taxes paid or required to be paid by Aeroswiss LLC in respect to this quotation or any transaction connected therewith (fuel surcharge, alloy surcharge, PIE, etc).
6. As goods covered by this quotation will be made to order. Material will be purchased (or supplied) specifically for it. Therefore, Aeroswiss LLC is to be allowed to fabricate parts to the extent of the material supplied or purchased, not in excess of 10% of the total order quantity (all material is to be consumed without any remaining quantity in Aeroswiss inventory).  
For purchase orders whereby material will be supplied, be aware that Aeroswiss LLC's processes require a minimum bar remnant of at least 10 inches of length. Please compensate accordingly. Remnants WILL NOT be returned unless specified on the purchase order.
7. Orders accepted by Aeroswiss LLC are not subject to cancellation except with written consent of either party and upon terms which will indemnify Aeroswiss LLC for all expense, direct and indirect. Incurred by Aeroswiss LLC upon the time of cancellation and also as a result of such cancellation.
8. Hard Goods & Intellectual Properties made for the item covered by this quotation are subject to the following terms and conditions:
  - A: Aeroswiss LLC retains ownership unless costs of such are past on in this quotation.
  - B: Once paid for by you, they are to be your property but kept in our possession and will be kept intact and in good condition, and subject to (C) and (D) as follows:
  - C: They can be removed from our possession only by payment of 50% of the original price.
  - D: After a period of 2 years from the date of the order or last reorder, or upon liquidation, receivership or bankruptcy of your concern, your ownership shall cease and we are to be at liberty to make any disposition of use of the tools we may see fit without liability to you. The term \*reorder\*, as used in this paragraph, is to be construed as meaning a quantity of 250,000 or more pieces, or, in quantities of less than 250,000 by mutual agreement.
9. We reserve the right to adjust the price or prices herein quoted in accordance with increases in the costs of material (fuel and alloy surcharges, prices in effect, etc.).
10. A tool fitting or set-up charge will be made on all reorder quantities less than those specified in the quotation, and piece prices will be subject to further adjustment.
11. We cannot be held to the prices herein quoted if you make any change in the shape, design, finish or other specification either before or after an order has been placed.
12. We have the right to treat each order or reorder as a one-lot uninterrupted run, shipping parts which meet your specifications as they are fabricated, unless there is a mutually agreed shipping schedule.
13. We reserve the right to either replace or issue credit for any parts which do not meet your specifications amounting to over 2% of the total quantity on order. Notification in writing must be given to Aeroswiss LLC within two weeks after receipt of parts which do not meet your specifications.
14. No parts are to be returned to Aeroswiss LLC for any reason without our written permission (RMA).
15. You are to assume all patent liability and responsibility for goods made to your order.
16. Upon acceptance of purchase order, terms are net 30 days FOB Meriden, CT unless otherwise agreed. NRE charges and/or extreme material costs will require 50 % due with purchase order, 50% upon acceptance of first delivery / shipment.
17. Please return with authorized signature and acknowledgement of terms. Should your purchase order (resulting from our quotation) arrive without written acknowledgement of these Terms, your acceptance is implied and binding.
18. Aeroswiss LLC. must be notified of any issues regarding nonconforming product within 14 days of delivery. The original purchase order number, part number, packing slip and/or invoice number, along with the quantity of rejected product, must be supplied at the time of notification. Aeroswiss LLC shall not accept any returns of manufactured parts 30 days after delivery.
19. If our quotation to you is the result of a request non-compliant to AS9100 (i.e.: casual email or verbal requests without all proper documentations) Aeroswiss reserves the right to adjust prices or refuse the purchase order(s). Order acceptance and performance toward fulfilling the order will not occur until these issues are resolved. Aeroswiss will work to resolve any issues in a timely manner.
20. Blanket orders, contracts and/or multi-date delivery orders: All deliveries from this quotation MUST be consumed within 1 year of purchase order date.  
Kanban and blanket orders will only be considered with proper insight to your forecasted demand for product and regular updates of same information.