

KABELTRAX Division Terms & Conditions of Sale

- **Address the purchase order and/or purchase commitment** to KABELTRAX DIVISION referencing the correct and qualifying KABELTRAX DIVISION RFQ number listed at the top of this quotation.
- Manufactured per strict KABELTRAX DIVISION - manufacturing and quality standards.
- All KABELTRAX DIVISION designs and technical information are confidential and owned KABELTRAX DIVISION and can only be used for the sole intent herein outlined by the company quoted and cannot be shared, disclosed, used or produced by anyone else without the prior written permission of KABELTRAX DIVISION senior management.
- **THIS QUOTATION PRECLUDES AND SUPERSEDES ANY AND ALL PREVIOUSLY SUBMITTED FOR THIS PROGRAM.**
- Acceptance of this quotation is limited to the terms of the KABELTRAX DIVISION quotation. Additional or different terms shall not become part of the contract without the prior written agreement from KABELTRAX DIVISION senior management.
- KABELTRAX DIVISION standard product (operation in application not warranted) warranty is contained herein. **KABELTRAX DIVISION MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, RESPECTING ANY OF THE PURCHASED GOODS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FREEDOM FROM CLAIMS FOR INFRINGEMENT. IN NO EVENT SHALL KABELTRAX DIVISION BE LIABLE FOR LOST PROFITS OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.**
- Upon request KABELTRAX DIVISION will supply drawings, specifications and other materials for your exclusive and sole use in assessing this KABELTRAX DIVISION quotation and in connection with performance of the contract. These materials are strictly confidential and reflect trade secrets and other proprietary information belonging exclusively to KABELTRAX DIVISION. Those materials may not be reproduced and/or disclosed in any way to others or used other than for the purposes mentioned without the prior written permission of KABELTRAX DIVISION senior management.
- **Ownership of molds:** KABELTRAX DIVISION: MATERIAL, Engineering and Know How
- **Delivery Point;** Ex-Works TSUBAKI KABELSCHLEPP GmbH Facility (dock), D-57482 Gerlingen
- **Packaging Costs:** Standard KTX specified (in this quotation), included
- **Shipping Charges;** Not Included
- **Price/Quote Validity;**
 - No additional discounts or credits apply.
 - KTX reserves the right to amend this quotation due to material cost fluctuations, with a 90 day written notice.
- **Delivery Lead Time;**
 - 1st article (parts) off KabelTrax Division production molds: to be defined
 - Chain Retractors to made to (and boxed) length: to be defined
 - Mass-production volumes: 2 weeks after receipt of release off rolling 3 month production order
- **Payment Terms;**
 - **All Pre – and Production Parts:** Payment in full due net 30 Days from date of invoice
- **Delays:** Delays due to the customer are not the responsibility of KABELTRAX DIVISION
- **Cancellation Charges:** Customer agrees that at a minimum they will pay for the following costs:
 - Order cancellation prior to 30 days after KTX receipt of customer order, the customer will be charged 50% of the dedicated molds and (if applicable) all equipment prices herein stated.
 - Order cancellation between 30-60 days after KTX receipt of customer order, the customer will be charged 90% of the dedicated molds and (if applicable) all equipment prices herein stated.
 - Order cancellation after 60 days after KTX receipt of customer order, the customer will be charged 100% of the dedicated molds and (if applicable) all equipment prices herein stated.
- Mass Production Program cancellation, when dedicated charges are amortized in part price over the period of time or quantities herein qualified, whichever comes first – customer pays all reasonable time (charged at €125/hour) and materials (charged at cost +15%) costs involved as well as all unrecoverable capital costs.
- **Approval:** Receipt of customer purchase order and initial financial commitment with this quotation number identified is customer confirmation of all technical details as well as the terms and conditions herein listed.
- **Authorisation** for fixing period:
 - Production: 6 weeks
 - Standardmaterial: 12 weeks

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