



Finger Lakes Instrumentation
200 Tech Park Drive
Rochester, NY 14623
USA

Standard Terms and Conditions

Quotes and contracts between Finger Lakes Instrumentation and their Customers are subject to the following terms and conditions:

A Customer's issuance of a PO, acceptance of product, or express approval for the commencement of work shall constitute the Customer's unqualified acceptance of these terms and conditions herein and payment of all invoices associated with the completion of this contract by Finger Lakes Instrumentation ("FLI").

1. Purchase Order Acceptance

(a) Written acknowledgment and acceptance of the Customer Purchase Order will wholly constitute the acceptance of the requirements of the PO, including noted exceptions by FLI. At no time will a PO be considered accepted by FLI without express written acceptance, and no work will commence until a PO has been accepted.

(b) The lack of response to a Purchase Order issuance shall not be considered an acceptance of the PO and should be considered as 'unreceived' by FLI unless expressly accepted in accordance with the terms herein.

2. Customer Delays and/or Holds

In the event of delays or holds caused by: customer-supplied material, inaccurate or incomplete information or other customer-related reasons, it will be necessary to pass additional charges onto the customer and/or invoice once FLI's portion is complete. If the customer pushes out the delivery more than 3 weeks from the original shipment date, carry costs will be calculated and submitted to the customer within 1 week of receiving the notice.

3. Cancellations

Orders may be canceled or deliveries deferred only upon condition that the buyer assumes immediate liability and makes payment for all purchases and work completed or in process. Such charges shall include raw material, unamortized tooling, engineering, handling, overhead, and outside costs such as anodization. In the event of order cancellation, price adjustments will be implemented on previously shipped parts to accommodate any quantity price breaks granted on the original order.

4. Purchase order/Pricing

Prices quoted are valid for 30 days unless otherwise specified. Initial work on the project will not begin until the requirements of the project are accurately defined, prices are agreed upon and reflected in the purchase order, and all information and materials to be provided by the customer are received. Pricing is subject to review at the time of order and may be subject to increase during the term of purchase order due to escalating material costs.

5. Lead time

Lead times quoted are estimated and may vary due to current workload, material availability, job complexity, and quantity of order. Pricing and lead time will be reviewed and confirmed at the time of order acceptance and will be from the date of acceptance, regardless of the date of PO issuance.

6. Customer Revisions

Revision changes may push out previously scheduled delivery dates, may require additional engineering charges,



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and adjust product price. All revision changes will require an amended purchase order as well as updated models and prints that include the changes.

7. Expedited and Minimum charges

FLI will quote expedited surcharges upon request. When expedited services are required, minimum and/or premium charges for our services as well as our outsource suppliers will be required and will be applied per line, per delivery.

8. Delivery/Shipments

FLI shall not be liable for damages for default or delay in production or delivery for causes beyond its control including an accident to or breakdown of equipment, riot or carrier delays, or customer-supplied material unless otherwise specified all deliveries are quoted FCA FLI Shipping Dock, Rochester NY USA. Contracts/Purchase Orders must be shipped complete within one year of initial shipment unless otherwise stated.

9. Payment Terms

Payment terms are stipulated as payment in full prior to shipment unless alternative arrangements have been agreed upon in advance. Charges for items not related to the unit price, including but not limited to Non-Recurring Engineering (NRE), will be billed upon the acceptance of the customer's Purchase Order. In cases where the customer has a history of late payments or when substantial initial costs are incurred, a down payment may be required. The conditions specified in all invoices match those outlined in our quote to your organization, which serves as the reference for terms unless the original quote has been modified in writing. While the acceptance of a customer's purchase order might seem to contrast with our quote, it does not override the originally quoted terms. Late payments will incur a daily interest charge of 0.0657%, equivalent to an annual rate of 24%.

10. Material Escalation Clause

If, during the performance of the contract, the price of the material significantly increases, through no fault of FLI, the price shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases.

11. Product Liability

Customers are responsible for ensuring that the products purchased meet the requirements of their application. Customers shall hold harmless FLI and those acting on its behalf in any liability claim for parts produced to customer-supplied drawings. FLI's standard warranty period is 1 year from date of shipment and excludes sensor and shutter, if applicable. Warranties for the sensor and shutter are passed through from the manufacturers.

12. Exceptions & Deviations

All deviations from the specifications or requirements are outlined within the proposal and/or quotation. Any exceptions must be clearly noted on the Purchase Order before FLI accepts it. The conclusive acceptance phase transpires upon sending the Order Acknowledgment to the customer. It is crucial to carefully examine the document to verify its accuracy in every detail. If any adjustments are needed, they must be requested within 24 hours of receiving the Order Acknowledgment.