



5536 ONTARIO MILLS PKWY, ONTARIO, CA 91764
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E-MAIL: SALES@HCPACIFIC.COM

QUOTES / SALES ORDERS TERMS AND CONDITIONS

Quotes:

Due to current volatility within the global supply chain, prices and lead times for parts not in-stock are subject to change without notice. Proponent Defense may request an adjustment to quoted and acknowledged pricing and/or lead times.

1. All prices in the currency as noted on the quotation.
2. Unless other terms have been agreed to, all orders will have a Minimum Order Value of \$25.00 per line / \$50.00 minimum purchase order.
3. Terms of Sale: EXW – Incoterms 2010
4. Any special request (e.g., manufacturer certification, test reports, first article inspections, special packaging) that were not noted on the quote request may incur an additional fee.
5. When a quote is limited to quantity on hand, product availability will be subject to prior sale.
6. Fasteners and O-rings are subject to +/- 5% shipping tolerance. (Chargeable)
7. Quotes are valid for a single shipment unless otherwise noted. Additional fees may apply for multiple shipments.
8. Unless otherwise stated, prices quoted do not include the cost of any dies, jigs, tooling, mold or molds, necessary to manufacture the subject merchandise.
9. An item noted as "Special Order" in the quote is subject to a cancellation fee of up to 100% of the quoted price.
10. Orders for stock-class parts are subject to a cancellation fee.
11. Requests for deferral of shipment will be accommodated up to 90-days from the customer's original requested shipment date.
12. Payment terms and credit limits are subject to change and will be reviewed at time of order placement.
13. All quotes are for factory new products unless otherwise specified in the quote.



Sales Orders:

ORDER ACKNOWLEDGMENT

Proponent Defense will acknowledge receipt of hard copy purchase orders, and their acceptance or denial.

ORDER MINIMUMS

Unless other terms have been agreed to, all orders will have a Minimum Order Value of \$25.00 per line / \$50.00 minimum purchase order.

ORDER CANCELLATION

An item noted as "Special Order" on a quote is subject to a cancellation fee of up to 100% of the quoted price. Orders for Stock-class parts may be subject to a cancellation fee.

PRICING & LEAD TIMES

Due to current volatility within the global supply chain, prices and lead times for parts not in-stock are subject to change without notice. Proponent Defense may request an adjustment to quoted and acknowledged pricing and/or lead times.

PAYMENT TERMS

Shipments to customers who have not established credit terms will be made on a Credit Card or ACH/Wire payment basis.

To establish open terms with Proponent Defense, a customer must provide six trade references using the New Customer Application Form (HCQC004).

Payments from customers who have been given credit terms must be mailed to the address shown on the invoice within thirty (30) days of the Proponent Defense invoice date. Invoices commence at the time of shipment.

Proponent Defense reserves the right to modify or cancel credit terms and/or credit limits at any time without notice and requires guaranteed security or payment in advance for the amount of the order.

DELIVERY

Terms of Sale: EXW – Incoterms 2010

Request for deferral of shipment will be accommodated up to 90-days from Proponent Defense's original promise date.

CERTIFICATION

Proponent Defense will deliver a customer's shipment with a Proponent Defense certificate of conformance, standard parts and raw material, a copy of the manufacturer certificate of conformance and/or a test report.

First Articles may be provided upon request (a charge will be required).

PACKAGING

Products are properly identified and packaged to ATA Specification No. 300/Cat. III and/or customer specific requirements.

Products are packaged and/or stored in a manner that provides adequate protection from normal hazards. Any additional customer requirements are subject to additional charges.



Military standard packaging (MIL-STD-2073-1) available upon customer request and are subject to additional charges.

RETURN POLICY

1. ORDERED IN ERROR BY CUSTOMER: Products ordered in error by a customer may be returned to Proponent Defense for credit within 60 days after the product was shipped. A restocking charge of 25% or US\$250 (whichever is greater) will apply against the original invoice. Proponent Defense will not accept raw material returns, expired or shelf-life controlled parts nearing expiration or items that were quoted as 'Special Order'. The customer will bear all return shipping charges.
2. Customer returns in aggregate in current calendar year cannot exceed 5% of all purchases for the previous calendar year.
3. The value of the return will come in the form of a store credit that can be used against future purchases or against current AR balances. Credit will be valid for 6 months from the date of issue.
4. SHIPPED IN ERROR BY PROPONENT DEFENSE: Products shipped in error by Proponent Defense (including those incorrectly identified) may be returned to Proponent Defense for credit within 30 days after the product was shipped. Transportation charges for the return will be borne by Proponent Defense.
5. WARRANTY RETURNS: Defective or non-conforming parts may be returned to Proponent Defense for repair or replacement. See Proponent Defense Warranty Terms (HCQC229) and Conditions for additional information.

