



D&D TECH SYSTEMS, INC.
Building Trust Through Quality Products
 2121 Brittmoore Rd. Building M, Suite #8300,
 Houston, Texas 77043
 Phone: (832) 622-8608, (713) 996-8404 Fax: (713) 996-7557
info@ddtechsystems.com - www.ddtechsystems.com

TERMS & CONDITIONS OF SALE

APPLICABLE TERMS AND CONDITIONS OF SALE

These terms and conditions of sale establish the rights, obligations, and remedies of Buyer ("Customer") and D&D Tech Systems, Inc. as the Seller ("D&D") that apply to any order issued by "Customer" for the purchase of "D&D" products and/or services ("Products"). No additional or different terms or conditions, whether contained in "Customer" purchase order form or in any other document or communication pertaining to "Customer" order, will be binding on "D&D" unless accepted in writing and signed by an authorized representative of "D&D". "D&D" expressly objects to and rejects any additional or different terms and conditions. Should any term or provision of these conditions be held by a court of competent jurisdiction to be invalid, void or unenforceable to any extent under applicable law, the validity of the remaining terms under this contract of which these conditions form a part ("Purchase Order") shall not fail by reason thereof but shall be construed in the same manner as if such term or provision had not appeared herein.

ACCEPTANCE OF ORDER

Acceptance of any Purchase Order is subject to credit approval and acceptance by "D&D". If "Customer" fails to comply with these terms and conditions of sale or if "Customer" credit becomes unsatisfactory to "D&D", "D&D" reserves the right to terminate the Purchase Order upon notice to "Customer" and without liability to "D&D". All first time purchases by the "Customer", and all orders wherein "Customer" has been put on credit hold, are subject to a Credit Card first order shipment policy. Credit Terms cannot be established with "D&D" until references are verified and authorized by "D&D". For projects involving artwork, drawings & design, "D&D" will issue an art-work and/or drawing(s) for "Customer" approval prior to start production based upon "Customer" specifications, drawings, and expectations. The Estimated Completion Date will not include the approval period. Production will be initiated by "Customer" approvals (artwork and/or drawings). Overtime, Expedite and/or Rush options will be available for projects under prior evaluation from panel shop management. Fees & conditions will be given on a case-by-case basis and charged as an added to the Purchase Order unless otherwise specified (if previously added on each quote).

By requesting a quote from or submitting an order to "D&D", "Customer" agrees that these Terms and Conditions govern all purchases of Goods (and associated services) from "D&D".

PURCHASE ORDERS

All orders will be processed only with receipt of a valid purchase order. Submit your Purchase Order to: po@ddtechsystems.com, please reference quote#, failure to provide it may result in different pricing. Purchase Orders, artwork approvals, IFA/IFC Drawings and/or material supplied by "Customer" received after 2:00 p.m. will be processed as

the next day. Products manufactured by others and supplied by "D&D" are subject to availability upon receipt of the Purchase Order.

PRICES

Unless otherwise specified in each quote from "D&D", Prices quoted for products and services are valid for thirty (30) days and do not include shipping cost or taxes of any description, including without limitation: excise, sales, use, property, export or other taxes which may be imposed upon manufacture, sale, delivery, export or use of products or services. "Customer" agrees to pay all such taxes or to reimburse "D&D" therefore upon receipt of "D&D" invoice. If "Customer" claims exemption from any tax, "Customer" shall provide a copy of its tax exemption certificate at the time the order is placed and shall defend, indemnify, and hold "D&D" harmless from and against any claim for taxes, interest and penalties which may be assessed on holding that the items are taxable. Prices, lead times & discounts are based on quantities quoted, any change will incur in a price adjustment.

PAYMENTS

Unless otherwise noted in each quote from "D&D", an initial payment of 50% is required upon receipt of the Purchase Order and the remaining 50% will be invoiced upon completion of the project and is ready to ship, the "Customer" will be notified by email of this stage. All invoices are payable Net thirty (30) days in U.S. dollars with approved credit from date of invoice, otherwise, Cash, Check or Credit Card payment is required before delivery Products or services (COD). Credit card payments are acceptable and are subject to a card processing fee of up to 3% of the order amount and may be added to the order total).

DELAY IN PAYMENT

If payment of "D&D" invoice is made after the net due date, "D&D" reserves the right to render an additional invoice to cover any additional charges for the extra time taken, 1.5% per month.

ESTIMATED COMPLETION DATES (ECD)

Please be aware that all Quoted dates refer to the Estimated Completion Date (ECD), and not the Estimated Shipping or Delivery Dates (ESD/EDD). ECD on orders will be based off the production load and conditions of the Panel Shop at the time the quote is processed and are subject to change ARO.

ESTIMATED SHIPPING DATES (ESD)

Estimated Shipping Date (ESD) will be based off the production load and conditions of the Panel Shop at the time the Purchase Order is received and are subject to change ARO. If the project requires artwork approval, IFA/IFC Drawings and/or material to be supplied by the "Customer", the ESD will not include that period of time and will modify it.

APPROVED BY:	"D&D" TECH SYSTEMS, INC. – 2017 Rev. 0 / BY M.Z.	FORM DDF-031
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FREE ON BOARD SHIPPING POINT (FOB)

Unless otherwise specified in each quote from “D&D”, FOB delivery of the goods will be @ “D&D” Tech Systems, Inc. – shipping/receiving deck.

DELAY DELIVERY

“D&D” will not be responsible for delay or fail in delivery and legislative, administrative or executive law, order or requisition of the Federal Government or any State or Municipal Government or any subdivision, department, agency, officer or official thereof, or if caused by, but not limited to, strike, fire, floods, accidents, delays of carrier, inability to obtain suitable and sufficient labor, and necessary supplies of raw materials or other unavoidable contingencies beyond “D&D” control. Factory shipment or delivery dates are the best estimates of our suppliers. In no case, shall “D&D” be liable for any consequential or special damages arising from any delay in delivery.

CANCELLATION

After Purchase orders are received and accepted by “D&D”, all cancellations by “Customer” shall be by mutual agreement and received in writing. “Customer” will be charged for all costs incurred at the moment of the cancellation plus 20% of the total of the Purchase Order. Any cancellation where material is involved is subject to restocking and return freight charges. Return of non-stock material may be subject to return freight charges or could be non-returnable. Non-stock material will not be taken back until all charges and contingencies are explained and accepted.

WARRANTY

“D&D” warrants all products manufactured by it to be free from defects in materials and workmanship for the period of (1) one year from the date of shipment. Our warranty does not cover material manufactured by others and resold & supplied or incorporated in to the final product by “D&D” Tech Systems, Inc., those are covered by the manufacturer’s warranty. If, within such period, any such products shall be proven to “D&D” satisfaction to be defective, then and in that event, such products shall be repaired or replaced at “D&D” option. Such corrections or replacements of defective products shall constitute a fulfillment of all liabilities in respect to such products.

In no event, shall “D&D” be liable for any claims or loss arising during transit, special damages, consequential damages, indirect damages, incidental damages, statutory damages, exemplary or punitive damages, loss of profits, loss of revenue, liquidated damages, or loss of use, even if informed of the possibility of such damages. “D&D” liability shall be limited exclusively to replacing or repairing without charge, at its factory or elsewhere at its discretion.

“Customer”, by acceptance of products, assumes any and all liability for any damages which may result from its intentional or negligent use or misuse by the “Customer”, its employees, or third parties. “D&D” makes no warranty (express, implied or otherwise) with respect to any defect, failure, deficiency, or error which is:

- Not reported to “D&D” within the applicable warranty period set forth herein.
- Due to misapplication, modification, disassembly, abuse.
- Improper installation by others, abnormal conditions of weather, temperature, dirt, or corrosive matter.
- Due to operation, either intentional or otherwise, above rated capacities or in any other improper manner.

Under no circumstances will credit be allowed for unauthorized rework on any materials. A deduction will be made from credits issued on all returned material to cover costs of handling.

CONFIDENTIALITY

All sales documents, engineering data, engineering & design drawings and specifications used in the completion of this order is considered confidential information and will become the property of “D&D”, whether provided by the “Customer” or created in-house. No information will ever be shared with others outside of “D&D”, and any request to view your data must be made in writing and approved by an authorized representative of “D&D”.

APPROVED BY:	“D&D” TECH SYSTEMS, INC. – 2017	FORM
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