



## Arrowhead Components Co. Terms and Conditions

Arrowhead Components Company will hereby be referred to as the “supplier”; the account will hereby be referred to as the “buyer”.

### 1. Terms of Sale

- a. A current resale certificate is required from buyer before orders can be processed.
- b. Payments terms are determined on buyer contract.
- c. A service charge of the greatest of \$5.00 or 2% per month will be charged on all overdue balances.

2. **Orders, Order Revisions / Cancellation Policy:** Order cancellations or revisions will only be accepted before production or packing begins and must be sent in writing by either e-mail at [info@arrowheadcomponents.com](mailto:info@arrowheadcomponents.com) or faxed to 951-943-7201

### 3. Shipping / Freight Policy

All products will be shipped freight with a delivery service that provides tracking / delivery information.

- a. In some cases the shipping costs can be prepaid by using the buyer's shipping account.
- b. All shipments will be delivered to the buyer's specified address and will require an inspection and a signature, prior to acceptance.
- c. All shipments must be inspected upon receipt for damage and verification of piece count. Arrowhead will ship missing components within 24 hours of a request by the shipping method specified on the original order.
- d. If components are damaged due to the shipment, refuse the damaged package. Arrowhead Components will file claims for refused shipments. Arrowhead will remake products damaged in shipping for no additional charge upon notification from the buyer. Arrowhead will be responsible for resolving any issues with the shipper within 3 days of the delivery.
- e. If damaged packages are delivered without acceptance, the buyer must notify the carrier for immediate inspection.
- f. If Arrowhead Components is not notified of any damaged or missing boxes within 3 days of delivered shipment, the buyer assumes all responsibility for any replacement.

### 4. Shortage, Damage and Non-conforming Merchandise

- a. In the event the components contain defects, Arrowhead Components Co will replace the defective components. This will be buyer's exclusive warranty remedy for valid warranty claims.

### 5. Correcting Product Problems and Manufacturing Errors

- a. If any part of, or the entire job is manufactured incorrectly, Arrowhead will pay for 100% of the remake and shipping. If any part of, or the entire job is ordered incorrectly, buyer will pay for 100% of the remake and shipping.



## Arrowhead Components Co. Terms and Conditions

### 6. Disclaimers

- a. Arrowhead makes no representations or warranties, express, implied, or statutory, including but not limited to, any implied warranties or merchantability or fitness for any particular use or purpose to the buyer with regard to the goods sold or the service provided under this agreement.
- b. Arrowhead's liability to the buyer for any legal claim, whether in contract, tort, or otherwise, arising from, connected with, or resulting from the manufacture, assembly, sale, delivery, resale, repair, replacement, or use of goods, sold by the supplier shall in no event exceed the purchase price of the goods.
- c. Under no circumstances shall Arrowhead be liable for incidental, consequential, special, punitive, contingent, profit losses or damages due to breach of warranty, breach of contract, or otherwise.
- d. Under no circumstances will Arrowhead be liable for the cost of removal or reinstallation of components and incidental or consequential damages.

### 7. Right and Notification of Changes:

- a. Arrowhead reserves the right to change or adjust the costs as necessary to reflect inflation, fuel surcharge, and rising cost in material within 30 days in writing.
- b. Arrowhead reserves the right to change the specifications, materials, and or procedures of our products.

8. **Confidentiality of Arrowhead Components, Inc. Business Practices:** Information regarding Arrowhead Components, Inc. that is not published previously is considered confidential and will never be shared with parties external to Arrowhead and will only be used internally to fulfill orders for buyer. Confidential information includes but is not limited to business model, sourcing, marketing, pricing policies, product development practices and identity of primary or secondary buyers.

### Accepted and Agreed:

Print company name: \_\_\_\_\_

Print company address: \_\_\_\_\_

Office phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

Email address: \_\_\_\_\_ Fax \_\_\_\_\_

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

Print name of person signing

Title of person signing: