

LFI, Inc.

1 Industrial Drive South

Smithfield, RI 02917-1515

TEL (401) 231-4400 FAX (401) 231-4674

E-MAIL [info@lfiinc.com](mailto:info@lfiinc.com) WEB [www.lfiinc.com](http://www.lfiinc.com)

Terms and conditions with respect to the LFI Inc, quotations and acceptance of orders:

This quotation is subject to change or withdrawal at any time prior to final acceptance by LFI, Inc.

Delivery estimates are made on good faith, but must be regarded as approximate and subject to revision based upon prior acceptance of competitive orders and causes beyond our control or any unforeseen circumstances. Delivery required prior to estimated delivery schedule of LFI, Inc. or required date on customer purchase order may affect pricing due to the preemption of production activities.

As the goods covered by the quotation are made to order and the raw material specifically purchased for these goods; we are to be allowed to fabricate to the extent of the material shipped by the raw material supplier or the extent of plus or minus of the total order.

Orders accepted by LFI, Inc. are not subject to cancellation except with our consent and only upon terms, which will compensate us for work accomplished and material purchased, and indemnity us for all loss.

LFI, Inc. cannot be held to the prices herein quoted if any changes are made in the design, material, finish or other specifications either before or after an order has been received. LFI Inc., warranties that the goods supplied on your order shall be free from defects in workmanship and material. No other guarantee is expressed or implied by LFI, Inc. LFI, Inc is responsible for the value of its service only. Seller will have no liability for incidental or consequential damages or for labor or expenses involved in the use or the products covered by the quotation, or for consequential damages as a result of the inability of such products to perform in accordance with standards of operation or production contained in any statement, written or oral made by any representative or employee of seller in connection with the sale of product. The seller neither assumes nor authorizes any other person or firm to assume for it any other obligations or liability, in connection with its products. The above warranty comprises seller's sole and entire warranty obligation and liability in connection with products sold hereunder. All other warranties, express or implied, including but not limited to warranties of merchantability and fitness, are expressly excluded.

In the case of rejected goods or discrepant material, notification in writing must be given within thirty days after receipt of goods which do not meet your specifications. LFI Inc. will issue a Return Material Authorization (RMA) number upon request. No parts are to be returned to LFI, Inc. for any reason without our written permission and having our RMA number.

All tooling whether or not charged to you shall remain in our possession and shall be maintained by LFI, Inc. for the production of parts for not less than two years after completion of the laser production order under the contract. Tooling charged to you shall be used exclusively for the production of your orders. After a period of two years from the date of your last order or reorder or the liquidation of receivership, bankruptcy of your concern, your ownership shall cease and we will be at liberty to make any disposition or use of the tools as we see fit without our having any liability to you.

You agree at your own cost and expense to defend any and all lawsuits that may be instituted by any party against us and in indemnity us against any and all loss as a result of any patent infringement litigation or any damage incurred by third party due to your product in which our part is used resulting from the manufacture of goods by us in accordance with your designs or specification or from the manufacture of good especially designed by us to meet your requirements.