



*Ultra fine wire our specialty*

## TERMS AND CONDITIONS FOR ACCOUNTS WITH CALIFORNIA FINE WIRE COMPANY

CFWS-007  
[Revision E](#)  
04/23/2021

1. The articles and/or the performance of the services covered by this invoice were produced in compliance with the Federal Fair Labor Standards Act of 1938, as amended. We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. We are considering this order as not subject to any Government contract provisions, including but not limited to, Armed Services Procurement Regulations.
2. The terms and conditions set forth herein are the standard terms and conditions of Acceptance of Purchase Orders by California Fine Wire Company, hereinafter referred to as "CFW," and shall constitute the entire agreement between the purchaser, hereinafter referred to as "CUSTOMER," and CFW.
3. **ORDERS:** CFW telephone desks are maintained and staffed for immediate service of your needs. Accordingly, if shipment is completed before written confirmation is received, such orders must be considered as accurate as recorded by our inside sales force. To avoid duplication of verbal orders, please mark confirming orders prominently and clearly with "Confirmation." Otherwise, duplicate charges will be assessed to the customer. In any event, acceptances of all verbal orders are expressly limited to these terms and conditions.
4. **PURCHASE ORDERS, ETC.:** Any terms or conditions of any CUSTOMER'S or other instrument's, which are in addition to or inconsistent with CFW's terms or conditions set forth herein, shall not be binding on CFW and shall not apply to this sale. No waiver, change, or modification of the terms or conditions set forth herein shall be binding of CFW unless signed in writing by a CFW officer.
5. **CHANGES OR CANCELLATIONS:** Should CUSTOMER find it necessary to change specifications while work is in progress, CFW shall make every effort for accommodation. It will be necessary for CFW to charge CUSTOMER for any services, labor, or material discarded due to such changes. Should CUSTOMER desire to cancel an order for any reason, CUSTOMER agrees to reimburse CFW for all resultant costs and expenses.
6. **TAXES:** CFW quoted prices do not include sales, use, value-added, excise, or other federal, state, or local taxes unless specifically shown. Any such levies must necessarily be for CUSTOMER'S account. Please furnish tax exemption certificates, if applicable.
7. **CLERICAL ERRORS:** All stenographic and clerical errors are subject to correction.

8. **PAYMENT TERMS and CONDITIONS:** CUSTOMER agrees that TERMS OF PAYMENT for purchase from CFW will be those described in a letter to CUSTOMER which establishes their account and which may be modified at any time, at the sole discretion of CFW, either in writing or by notice on the face of the invoice for such purchases.

All payments must be received by the due date at the Main Office, 338 S. 4<sup>th</sup> St., Grover Beach, CA 93433 USA. A charge of \$20.00 may be applied to accounts for each check returned for insufficient funds. A late fee of \$30.00 may be added to all accounts not paid within established terms.

The prevailing party in any litigation shall be entitled to recover court costs and reasonable attorney fees. Any legal proceedings shall be held in San Luis Obispo County, California, which is the place of payment and performance of this agreement.

The terms of this application, including CUSTOMER'S obligation to pay CFW for products and all personal guaranties herein, extend to any location, now owned or hereafter acquired by CUSTOMER or any person under CUSTOMER'S trade name or trade style, including any franchisee, unless CUSTOMER notifies CFW to the contrary in writing, by certified mail, return receipt requested, that another entity is liable for prospective purchases made herein. CUSTOMER is liable for purchases of goods ordered in CUSTOMER'S name, unless CUSTOMER provides company written notice herein 60 days prior to any sale thereof.

Any change of ownership, management, operation, incorporation, partnership, or limited liability company structure must be communicated to CFW Credit Department in writing, certified mail, return receipt requested, to advise of such change and identify the parties thereto and CUSTOMER thereof, within 60 days prior to such change. All nonconforming notices are void, and all parties, including personal guarantors, shall remain liable for all obligations to CFW incurred before, after, and during such change herein, even if another department, division, or employee of CFW is notified in any manner. Obligations include, but are not limited to, delivery of any product on a cash or credit basis or any returned checks.

In the event that CFW may owe credits, refunds, reserves, monies on open account, or other monies to CUSTOMER, such indebtedness shall be deemed to be created from this agreement and CFW shall have the right of recoupment with respect to such credits, refunds, reserves, or other monies. CUSTOMER agrees that all funds owed to CUSTOMER from anyone or received by CUSTOMER, to the extent those funds result from the materials supplied by CFW, shall be held in trust for the benefit of CFW ("Trust Funds"). CUSTOMER agrees that it has no interest in Trust Funds held by anyone and to promptly account for and pay to CFW all Trust Funds.

Corporate officers, members, or partners of CUSTOMER, signing hereunder, hereby authorize CFW to obtain commercial credit reports from credit reporting agencies. CUSTOMER will provide copies of organizational documents such as bylaws, articles of incorporation, partnerships, or shareholder agreements upon request.

If CUSTOMER is a sole proprietor, the individual signing hereunder authorizes CFW to obtain individual credit reports from credit reporting agencies.

Unless otherwise provided for on the face hereof, terms of payment may, at the sole discretion of CFW, be a combination of:

- a. Thirty (30) days net from date of invoice.
- b. Two percent (2%) discount allowed if invoice is paid within ten (10) days, otherwise net due in thirty (30) days from date of invoice. Cash discounts not allowed on sales tax, freight, labor charges, or other expense items.
- c. Precious metals – Net ten (10) days. No discount allowed.

- d. Cash in advance by wire transfer, electronic funds transfer (EFT), or check.

NOTE: For check payments, CFW reserves the right to hold orders from shipment until the bank verifies sufficient funds, valid account number, etc.

- e. Credit Card Purchase. Discounts are not permitted with credit card purchases.

All orders are subject to approval of credit by CFW. All payments shall be made in legal currency of the United States. Before any products may be returned to CFW for credit or other billing adjustments (as opposed to returns for repair and/or replacement provided for in the Warranty Clause set forth herein), prior written authorization must be obtained from an officer of CFW together with appropriate shipping instructions for return or transfer of the products, prepaid to destination. All authorized returns are subject to a restocking charge. CFW assumes no responsibility whatsoever for unauthorized returns. Prices and terms are subject to change without notice.

9. **SUSPENSION OF PERFORMANCE:**

- a. If in CFW'S judgment reasonable doubt exists as to CUSTOMER'S financial responsibility, or if CUSTOMER is past due in payment of any amount owing to CFW, CFW reserves the right, without liability and without prejudice to any other remedies, to suspend performance, decline to ship, or stop any material in transit until CFW receives payment of all amounts, whether or not due, owing to CFW, or adequate assurance of such payments.
- b. All invoices not paid when due per CFW terms may be subject to a \$30.00 late fee.
- c. CUSTOMER agrees to pay reasonable attorney fees of CFW in the event suit is necessary to collect on account of nonpayment of the bill for material and/or services.

10. **DELIVERY:** Unless otherwise provided for on the face hereof, all shipments are FOB Grover Beach, California. Shipment schedules are approximate and based on conditions at the time of acceptance.

CFW will make every effort to complete shipment as indicated, but assumes no responsibility or liability for loss or damage by reason of delay or inability to ship caused by acts of God, fires, floods, wars, embargos, labor disputes, acts of sabotage, riots, accidents, delays of carriers, sub-contractors or suppliers, voluntary or mandatory compliance with any government act, regulation, or request, shortage of labor, materials, or manufacturing facilities, or any other cause or causes beyond CFW's reasonable control. If by reason of any of these things, CFW's supplies of the materials covered hereby are limited, CFW shall have the right to prorate the available supply in such a manner as it determines, by its own discretion.

11. **PARTIAL DELIVERIES:** Partial deliveries shall be accepted and paid for at contract prices on maturity of bills, therefore if any part of the material is not delivered by CFW or is not in accordance with the order, the order for the remainder of the material and CUSTOMER'S obligation there under shall not be affected thereby. CFW may, at its option, replace any or all returned material within a reasonable time after it is finally determined that the returned goods are not in accordance with the contract: and in such event CFW shall not be liable for any damages arising from the defective delivery or delay caused thereby.

12. **INSPECTION ON ARRIVAL:** CUSTOMER shall inspect the material immediately upon its arrival and shall within five (5) business days of its arrival give written notice to CFW of any claim for shortage and shall within thirty (30) days of its arrival give written notice to CFW of any claim for material that does not conform with the terms of the contract. If CUSTOMER fails to give such notice, the material shall be deemed to conform to the terms of the contract, and CUSTOMER shall be bound to accept and pay for the material in accordance with the terms of the contract.

13. **WARRANTY:** CFW warrants the product of its manufacture to be free from defects in workmanship, materials, and construction under normal use and service.

This warranty is expressly in lieu of any and all other warranties and representations, express or implied, and all other obligations or liabilities on the part of CFW including, but not limited to, the warranty of fitness for a particular purpose. In no event shall CFW be liable for direct, incidental, or consequential loss or damage of any kind connected with the use of its products or failure of its product to function or operate properly.

This warranty shall not apply to any CFW products which have been altered in any way outside CFW's manufacturing facilities so as to, in CFW's judgment, affect its use, function, or reliability or which shall have been subject to misuse, alteration, improper installation, painting, misapplication, negligence, or accident.

ALL TECHNICAL ADVICE, RECOMMENDATIONS AND SERVICES ARE RENDERED BY SELLER GRATIS. THEY ARE BASED ON TECHNICAL DATA, WHICH THE SELLER BELIEVES TO BE RELIABLE, AND ARE INTENDED FOR USE BY PERSONS HAVING SKILL AND KNOW-HOW, AT THEIR OWN DISCRETION AND RISK. SELLER ASSUMES NO RESPONSIBILITY FOR RESULTS OBTAINED OR DAMAGES INCURRED FROM THEIR USE BY BUYER IN WHOLE OR IN PART. SUCH RECOMMENDATIONS, TECHNICAL ADVICE OR SERVICES ARE NOT TO BE TAKEN AS A LICENSE TO OPERATE UNDER OR INTENDED TO SUGGEST INFRINGEMENT OF ANY EXISTING PATENT.

I have read and agree to these terms and conditions.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date