

Buyer and Seller Terms & Conditions

GOLD STAR STANDARDS

To ensure each valued Customer experiences the same “Gold Star” quality First State Manufacturing (FSM) is known for:

Purchase Orders: Acceptance of Orders are limited to the Terms & Conditions contained here. Acceptance of Purchase Order must be received by the Customer within the time period specified on the Purchase Order. If no time period is specified, the acceptance must be received within 10 days.

Pricing: All orders for goods are subject to minimum order quantities, as determined from FSM from time to time. While FSM remains committed to cost containment, market conditions can and do fluctuate and as such, prices are subject to change without notice. If there are cost increases between the time of order confirmation and shipment, FSM reserves the right to adjust the sell price accordingly with notice to the Customer, who can then either cancel the Order without further obligation or accept the price increase.

Payment: Payment is made in U.S. dollars and measured from date of shipment. A finance charge will be determined by applying a monthly rate of 1.5% (18% corresponding ANNUAL PERCENTAGE RATE) to any balance over 30 days old. Unless prepaid, all Orders are subject to credit approval by FSM.

Warranties: FSM warrants that the goods and services subject to any Purchase Order will conform to all applicable specifications and samples furnished or accepted by the Customer, and will represent first class workmanship and materials. FSM commits to comply with all applicable federal, state, and local laws, rules, regulations and orders which directly or indirectly regulate or affect the manufacture and/or sale of any good or service.

Return Material Authorization: While First State Manufacturing strives for perfection and every Customer’s 100 percent satisfaction, on the rare occasion a part needs to be returned due to quality defect, returns are evaluated and approved within 7 days of Customer receipt.

Customers will inspect items, referenced by invoice, within 7 days of delivery, and all claims for any alleged shortage, damage, defect or failure of items invoiced to meet any specification, Term & Condition agreed upon with FSM and based on usage of calibrated instruments must be received in writing with accompanying photo(s) clearly showing non-conformance, accompanied with clear description of way(s) part does not meet agreed upon standard, after which a Return Material Authorization number will be assigned by an FSM Quality associate.

Delays: FSM remains committed to filling all Orders within estimated ship date, but cannot be responsible for delays resulting from circumstances beyond its control or held liable for any damages or losses resulting from such delays, and such Orders cannot be subject to cancellation.

Force Majeure: FSM cannot be liable in the failure of performance if caused by acts of God or circumstances beyond its control, such as inability to obtain materials, fuel or power from normal sources, fires, floods, acts or omissions of the Customer, priorities required for the benefit of any Government or any cause similar, beyond FSM’s reasonable control.

Cancellation of Order: The Customer may not cancel the Order without FSM’s written consent. If FSM agrees to such cancellation, reasonable charges computed by FSM will be assessed.

Arbitration: If any dispute or claim arising in connection to any Order cannot be resolved peacefully and of mutual benefit to all parties, all disputes or claims shall be settled by arbitration in accordance with the ICC Rules of Arbitration that are in effect at the time of the arbitration.

Anti-Kickback Procedures: Federal Acquisition Regulation Clause 52.203-7 is incorporated herein and by reference.

Confidentiality: Unless otherwise agreed in writing by FSM, the Customer will not disclose the pricing or terms of the Order to any third party.