

TERMS AND CONDITIONS OF SALE

Pricing: Pricing is valid for 30 days with exceptions. Pricing is for one shipment only unless a blanket order is approved by MTL. MTL will honor pricing for blanket orders for 90 (ninety) days from the initial date of order; delivery must be taken within 90 (ninety) days. Any balance outside of the 90 (ninety) days may be invoiced at the revised price. Shipments scheduled beyond 90 days may be re-acknowledged and invoiced at pricing in effect at the time of shipment.

Quotations: Quoted parts are standard parts that meet manufacturer's specifications unless otherwise noted. Quoted parts may be from different lots unless otherwise specified by MTL. All quoted items are NC/NR. Domestic purchase order minimum is \$60 USD per shipment, \$30 USD per line item. Orders shipped to an international address must meet a purchase order minimum of \$300 USD per shipment. Quoted lead time is based on factory stock availability and subject to change. Items scheduled or on backorder are subject to price change, depending on factory costs. (ARO = after receipt of order, NC/NR = Non-Cancellable/Non-Returnable)

Rescheduling: Shipment rescheduling must be confirmed by MTL. MTL reserves the right to refuse any rescheduling. Rescheduling of an order may not exceed beyond 1 (one) year from the original date of purchase order confirmation by MTL's sales representative. Standard policy is that line items will not exceed three push-outs or three push-ins.

Machining Orders: A minimum machining lot charge of \$100.00 USD may apply. Machining test parameters are to industry standard. Testing outside of industry standard must be confirmed with MTL and may result in additional fees. Losses during the machining process may occur and orders may be considered complete if -5% of the total quantity ordered is shipped.

Quality Requirements: The customer is responsible for advising MTL of its quality requirements outside of standard manufacturer specifications. These requirements may be stated on purchase orders and quotations but must also be brought to the attention of an MTL sales representative during the quoting process, prior to ordering and at time of ordering. These requirements may include but are not limited to requests for first articles, test data reports, special testing or packaging, special documents/documentation and certificates. A standard certificate of conformance is provided with each shipment.

Packaging: MTL will use the appropriate packaging to minimize the possibility of damage in transit per industry standards. MTL is not responsible for damages caused by the carriers and claims for damages must be submitted directly to the carrier. Requests for special packaging or labeling must be submitted, in writing in your request for quote, detailing the exact nature of the request. Special packaging requests not quoted at the time of the original quote may be re-quoted based on the specific requirements.

For "prepay and add" shipments, there is a \$1 USD handling fee per box that is added to the shipping cost.

All packages valued over \$100 USD are insured through the carrier and cost is added to the shipping cost unless a request to not do so is explicitly made to an MTL sales representative. MTL is not liable for damaged or lost uninsured packages.

Chips and Cracks: Unless agreed upon by MTL and the customer, ferrite cores are sold using IMA (formerly MMPA) standard specification for chips and cracks and all other goods are sold using standard industry specifications for chips and cracks.

Damages and Delays: MTL is not responsible for, nor will it reimburse for damages caused by customer handling, delays from the manufacturer, acts of God, or other factors beyond MTL's control. [1]

Cancellations and Returns: All products confirmed for sale by MTL are non-cancellable and non-returnable unless otherwise stated by a representative of MTL. MTL may choose to accept a cancellation or return of specific product, but this does not negate our standard NC/NR policy. Exceptions are subject to review and approval. All discrepancies must be reported within 10 (ten) business days of your dock date. All returns and cancellations must be pre-authorized and are subject to 25% restocking fee. Proof of original packaging must be available and photographic evidence of discrepancy is required upon initial request for a return or cancellation. [1] [2]

RMA Request: Discrepancies must be reported within 10 (ten) business days of your dock date. No goods sold and delivered may be returned without a Return Material Authorization (RMA) number. Proof of original packaging with MTL label must be available and photographic evidence of discrepancy is required upon initial request for a return. [1]

Freight Terms: Customer bears all freight expenses and products are shipped F.O.B. origin. Incoterms: EXW – Ex Works Corona (California, USA)

Payment Terms: Open accounts payment terms are 30 days. Obtaining terms is dependent on MTL's review of the customer's history and credit references. For customers without terms, payment is expected prior to shipment of goods. We accept VISA, MasterCard, American Express, Discover and Paypal. Credit Card payment for purchases and net term accounts are not subject to any additional fees and are not entitled to early payment discount. Payment terms for international customers are cash in advance, Wire transfer, ACH transfer and credit cards with a minimum of \$300 USD per shipment not including freight charges. MTL is not liable for any fees associated with wire transfers. Payment in full is expected; any short payment may delay delivery of goods. [1]

Warranty: MTL warrants that all goods provided by MTL shall conform to all applicable manufacturer specifications. [1]

Liability: MTL's total liability to customer for damages shall in no way exceed the purchase price of the particular shipment for which such damages are claimed. In no circumstance shall MTL be liable for damages for any loss of use, interruption of business or loss of profits, or any other special, incidental, indirect, punitive, or other damages of any kind.

MTL Terms and Conditions of Sale is subject to change and may change from time to time. For the most current version, please refer to www.mtldistribution.com

[1] International orders may be subject to modified policies. Please inquire with an MTL representative when any discrepancies are found.

[2] Confirmation of sale in this case occurs when an MTL representative inputs a customer purchase order into the ERP system. This is confirmed to the customer with an order acknowledgment.

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