



Precision CNC Machining
Contract Manufacturing

OMW Corporation
354 Bel Marin Keys Blvd
Novato, CA 94949

WWW.OMWCORP.COM

Joe Osborn
Chairman & Founder

Phone: 415-382-1669

Fax: 415-382-9069

Email: joco@omwcorp.com

AS9100, ISO 9001 & ITAR Registered

OMW Customer Sales Order Terms & Conditions

Thank you for the opportunity to bid on this project.

The following terms and conditions shall be applicable to all orders placed with and accepted by OMW Corporation. Any objection to these terms must be clearly stated in the purchase documents and communicated with an OMW representative prior to order acceptance.

PURCHASES; PRICES; PAYMENT

Prices, title and risk of loss are F.O.B. OMW's facility. Customers are responsible for taxes, duties and/or shipping, which may not appear on our original quote and may be changed without notice. Payment is due upon completion of work. Open accounts are available on approval only (email rfq@omwcorp.com for a credit application). Payment on open accounts is due within 30 days of completion, net 30 days. Cash, company check, Visa or MasterCard are accepted for open account orders, as well as telephone, web site and fax orders. Credit card arrangements are subject to change. We reserve the right to correct typographic errors and reject orders.

QUOTES

Quotes are valid for 30 days, unless otherwise noted. Engineer change orders after placement of order may result in adjustment of quoted pricing.

Additionally, OMW reserves the right to review and adjust quote terms prior to order confirmation based on 1.) Raw material pricing fluctuations and evaluation at time of order. 2.) External process pricing fluctuations and evaluation at time of order. 3.) Quoted lead times are subject to change and shall be confirmed at time of order.

PREPAYMENT

OMW may require full or partial prepayment of materials and labor for Customers without credit terms, or where the dollar value of material or labor is substantial.

CANCELLATIONS

Orders may be cancelled upon the condition that the buyer assumes immediate liability and makes payment for all work completed and in process. Such charges shall include raw material, contracted labor or services pertaining to the order, unamortized tooling, and engineering, handling, overhead, and production costs. Such charges will be determined at time of cancellation. Orders not accepted within 30 days from the order completion date are subject to a storage charge (generally 1% of purchase price per month).

QUANTITIES (OVER AND UNDER SHIPMENTS)

Unless explicitly stated in the purchase order or required by prior agreement/contract to the contrary, buyer agrees to accept over/under runs not to exceed 5% of ordered quantity on each line item.

No. of pieces Ordered	1-24	25-49	50-99	100 or more
Plus or minus allowance	0	1 pc.	2-3 pc.	5%

DELIVERY DATES

OMW makes every effort to deliver parts on the dates requested by its customers. However, delivery dates may occasionally be adjusted, and late delivery does not release the buyer from liability for all work completed and in progress. OMW will make every effort to keep its customers informed of changes in delivery dates but will not accept liability for costs incurred from late delivery (see liability section below).

RETURNS

If your shipment appears damaged, don't pay the freight unless the damage is marked on the bill by the carrier. Return Authorization Numbers (RMA numbers) are required on returned shipments. Please call OMW for a RMA number before returning goods to the company.

TOOLS & DIES

Tools, dies, gages, and fixtures are an integral part of the manufacturing process and may be included in non-recurring engineering charges (NRE). Payment of NRE charges by the buyer, whether separately quoted or not, conveys neither ownership nor the right of removal from the seller's plant. Other arrangements may be made if the buyer specifies these requirements in advance and submits a separate purchase order.

PATENT

Custom parts manufactured by OMW are in accordance with the buyer's specifications and design. Accordingly, buyer shall defend and save harmless OMW from all damages, claims, actions, or suits based upon actual or alleged infringement of any patent registered in the U.S. or elsewhere. Indemnity shall include attorney's fees and other costs in defending such claim.

LIMITED PRODUCT WARRANTY

Our only warranty obligation is to replace or repair any item proved defective in material or workmanship that does not meet specifications provided before the order was placed. Not meeting specifications not agreed to prior to order placement, or not provided by the customer, are not grounds for a defective product. Since our customer's satisfaction is very important to us, please make sure that specifications and expectations are fully defined in a parts drawing and associated notes prior to order placement. Often, parts can be modified to meet changing specifications, though you will be liable for any additional costs associated with these modifications. If you have questions, or need assistance, contact your OMW representative. OMW does not warranty merchantability or fitness for a

particular purpose. Liability for the breach of any warranty is limited to replacement of defective or nonconforming goods or to the refund of the purchase price upon return of the goods to OMW. Customer assumes all risks and liability for loss, damage, or injury to persons or property of Customer or others arising out of the use of possession of the goods.

ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE, ARE DISCLAIMED. SOME MATERIALS USED FOR PRODUCTS MANUFACTURED BY US CONTAIN INGREDIENTS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER AND BIRTH DEFECTS OR OTHER REPRODUCTIVE HARM. UPON REQUEST, WE WILL FURNISH YOU WITH MATERIAL SAFETY DATA SHEETS FOR HAZARDOUS SUBSTANCES AS DEFINED BY OSHA AND A LIST OF PRODUCTS OR SUBSTANCES KNOWN BY THE STATE OF CALIFORNIA TO CAUSE CANCER OR REPRODUCTIVE HARM.

GOVERNMENT PROCUREMENT

Items sold by us may not meet certain government procurement requirements. Upon request, we will provide you with origin information. If you require other information or have other special needs, please contact an OMW representative.

CONFLICT MINERALS

OMW's policy is to require its direct suppliers to be DRC conflict-free. Our goal is to not source metals derived from conflict areas, as defined in the Dodd-Frank Act. Determining the origin of these metals is not always possible, but OMW endeavors in good faith to have its suppliers exercise reasonable due diligence to evaluate their respective supply chains for the information called for by the Conflict Minerals rule (Dodd-Frank Act). Upon request, OMW will supply information on its own due diligence to its customers.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL OMW CORPORATION BE LIABLE IN CONTRACT, WARRANTY, TORT OR OTHERWISE FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM YOUR PURCHASE OF ANY PRODUCTS OR SERVICES FROM US. IN NO EVENT SHALL OUR LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCTS YOU PURCHASE FROM US.

JURISDICTION AND CHOICE OF LAW

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and to be performed in California, without giving effect to conflict of law principles, and applicable federal law. You irrevocably consent to the exclusive jurisdiction of the courts located in Marin County, California in connection with any action arising out of or related to these Terms and Conditions. Notwithstanding the foregoing, proceedings to enforce the result of any such adjudication may be brought in any applicable forum.