

# Sales & Service Guidelines & Information Sheet

## **Order Placement:**

Orders can be placed with the Customer Service Desk by phone, fax, or email and require a Customer Purchase Order detailing all requirements for the goods and their delivery. Any special quality, packaging, storage, handling and delivery requirements must be detailed on the Purchase Order. Refer to your Composites International, Inc. (CI) quotation for details on order quantities and pricing. Set up costs will apply for small orders. A Customer Acknowledgement will be returned within the next business day of the Purchase Order receipt. If no Customer Acknowledgement is received, please call the Customer Service Desk immediately.

## **Lead Times:**

Standard Lead time is 14-21 days from the date the Customer Acknowledgment is sent. There will be occasions when lead times will be extended depending on raw material availability and scheduling. The Customer Service Desk will communicate with Customer when these occasions arise. All goods are "Made to Order". Customer is advised to provide a forecast for planning purposes which include a goods and manufacturing authorization to reduce order lead time. The Customer Service Desk will provide an expected shipping date on the Customer Acknowledgement.

## **Expected Shipping Date:**

This is the date CI expects the goods to ship from our facility to meet the required delivery date of Customer. We do not make guarantees that the goods will arrive by the requested delivery date. Every effort will be made to manufacture, load and dispatch the goods to accommodate Customer's delivery date. If Customer has requested a mixed shipment of goods, the goods with the longer lead time will determine the shipping date. The account must be in good standing to receive a shipping date. No Purchase Orders will be processed until the account is brought up to date in accordance with Customer's credit limit allowances.

## **Minimum Release Quantities:**

Order quantities and respective pricing are detailed on your Quotation. Shipping tolerances are typically +/- 15% on all Purchase Orders. For BMC and SMC Purchase Orders less than 500 pounds: there is an additional \$400 set up charge; if the goods are manufactured with extruded BMC, there is an additional \$100 fee; if the goods require military certification, there is an additional \$100 fee per each formula.

## **Changes to Purchase Orders/Cancellations:**

Cancellations may be made prior to manufacturing. Cancellations must be made through the Customer Service Desk. Changes to Purchase Orders are allowed if goods have not been manufactured. Changes to Purchase Orders will only apply to goods manufactured after the change to the Purchase Order is received. If the change date is after manufacturing, Customer will be advised of any effect on CI's warranty. Customer will be required to purchase all goods manufactured prior to the receipt of a change to the Purchase Order. CI will provide inspection of the goods during storage up to shipping and will make efforts to store goods to preserve it for up to 1 week. Additional charges may apply when Customer changes or cancels the Purchase Order.

## **Customer's Responsibility for Unique Raw Materials Purchased by CI:**

If CI procures unique raw materials to be used in manufacturing goods for Customer, Customer must pay CI for the unique raw materials purchased even if Customer never orders other goods from CI, cancels any Purchase Order, or changes any Purchase Order. Customer will be billed for those unique purchases even if Customer does not order any other goods from CI.

## **Customer Supplied Materials:**

When CI is to manufacture goods utilizing Customer-supplied materials, Customer shall not be able to claim the goods are unfit for the intended use. Furthermore, Customer agrees to have materials fully available CI a minimum of 48 hours before manufacturing is scheduled to begin and a commercially reasonable allowance for startup and manufacturing yield loss is to be included.

# Sales & Service Guidelines & Information Sheet

## **Expedited Deliveries:**

Purchase Order changes to expedite the manufacturing or delivery of goods will be reviewed on an as requested basis. CI will endeavor to improve the delivery status to meet Customer needs, but cannot guarantee it in all cases. In the event that special set up or overtime production or special packaging is required to meet Customer's request date, an expediting fee may be charged. Additional services for which extra fees can be charged include, but are not limited to, expedited services, air shipments, partial shipments, redirecting of shipments and additional freight charges. These additional charges will be quoted to Customer and added to the invoice. CI will require Customer to provide a written waiver to ship outside of normal specifications.

## **Customer Pick Up:**

The Customer Service Desk can arrange any Customer pick up arrangements with Customer's approved carrier or with Customer's purchasing department.

## **Damaged Freight Claims:**

Customer will be responsible for making a claim and for disposition of the damaged goods. CI will provide information and assistance to Customer throughout the claim process. CI will replace goods upon Customer placement of new Purchase Order.

## **Product Quality Concerns:**

If Customer receives goods that do not meet expectations, contact the Customer Service Desk or your Account Manager immediately to log the complaint. A representative will endeavor to respond by the end of the business day (if received during normal business hours) or promptly the following day and will endeavor to follow up with Customer until resolved. If requesting return of goods, please contact the Customer Service Desk. No goods will be returned without first obtaining authorization from CI Customer Service. Customer shall be deemed to have accepted the goods shipped unless CI is notified in writing of any defects, shortages, errors or any claims whatsoever within thirty (30) days after receipt of goods. Return of goods instructions and a return authorization number will be provided only for the goods in question. The authorization number must appear on all shipping documents.

## **Claims:**

Within thirty (30) days of shipment of the goods to Customer and before any part of such goods (except for reasonable test and inspection quantities) has been changed from its original condition, Customer shall inform CI in writing if said goods are found unacceptable in quality, quantity, or any other respect. Failure to so inform CI, or use of said goods (except for reasonable test and inspection quantities) shall be conclusive proof that CI has satisfactorily performed. Goods are only to be returned to CI with its approval. Cost of shipping defective goods not approved for return will be borne by Customer. Claims for damage of goods during shipping or storage because of temperatures above 75°F, will be considered void.

## **Reconsignments:**

CI does not consign goods. CI may assist with disposal of goods for an additional fee.

## **Samples:**

Samples of goods are available based on CI's manufacturing schedule, but are normally shipped within the standard lead time of two (2) weeks. Sample order quantities are approx. 50 lbs. / 23 kg. Freight costs are the responsibility of Customer, unless waived by a CI representative. Samples in excess of 50lbs /23kg may require an additional charge. Repeat samples due to loss or damage at Customer location may require a fee for reproduction. CI provides sample goods to its Customer so that Customer can perform any needed testing or suitability analysis.

## Sales & Service Guidelines & Information Sheet

### **Terms:**

CI may, at its option, require full or part payment in advance before manufacturing goods for, or delivering goods to, Customer or require Customer to obtain an irrevocable letter of credit in favor of CI from an issuer acceptable to CI. If CI does not require cash in advance or require a letter of credit, payment is due thirty (30) days after the invoice date unless agreed to otherwise in writing.

### **LIMITATION OF WARRANTIES:**

**CI warrants that its goods will be free from defects in material or workmanship. CI MAKES NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. CI relies on Customer to conduct its own tests and judge for itself the suitability of the goods.**

### **Limitation of Liability and Remedies:**

Customer's remedy against CI for any alleged breach or defect is limited to repair or replacement of the purchased goods or a refund of its purchase price, as determined by CI in its sole discretion. CI shall not be liable for lost profits or any special, indirect, direct, and consequential or punitive damages. Nor shall recovery of any kind against CI be greater in amount than the purchase price of the specific goods sold and causing the alleged damage. Customer assumes all risk and liability for loss, damage, or injury to persons or property of Customer or those purchasing the goods through Customer or others arising out of the use or possession of the goods herein described.

### **Governing Law, Venue and Assignments:**

This Agreement and the obligations hereby imposed on CI and Customer be governed by the substantive laws of the State of Indiana, other than its choice of law rules, unless (a) the goods are to be shipped to Customer's location outside of the United States of America, and (b) Customer is neither a U.S. citizen or U.S. business entity, in which case this Agreement shall be enforced pursuant to the United Nations Convention on Contracts for the International Sale of Goods. Any claim relating to this Agreement must be brought in Hamilton County, Indiana state court or in the U.S. District Court in Indianapolis. This Agreement shall not be assigned by either Party without the other party's prior written consent, which consent will not be unreasonably withheld. Except that this Agreement may be assigned without such consent to the successor of either party, or to a person, firm or corporation acquiring all or substantially all of the business and assets of either. Nothing contained herein, however, shall prevent either from lawfully assigning this Agreement to any wholly or partially owned subsidiary of either party.

### **Waiver of a Jury Trial:**

Each party hereby knowingly, willingly, and intentionally waives its rights to demand a jury trial in any action or proceeding involving this agreement or the relationship contemplated hereby. In the event of litigation, this agreement may be filed as a written consent to trial by the court.