

Quotation Terms and Conditions

This agreement is to be governed by the laws of the state of New Jersey.

QUOTATIONS - Clerical errors are subject to correction. Orders/contracts are subject to acceptance at Delva's home office.

CANCELLATIONS - Orders may be canceled or deliveries deferred only 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, unamortized tooling, engineering, handling, overhead, and production costs. Such charges to be determined at time of cancellation or deferment. Delva Medical Technologies reserves the right to cancel a contract at anytime without penalty if it cannot meet the requirements of the contract.

DELIVERY/SHIPMENTS - Delva shall not be liable for damages for default or delay in production or delivery for causes beyond its control, including an accident to or breakdown of its equipment embargoes, acts of God, supplier delays, government restrictions, riot or carrier delays. "Best commercial practice" packaging is standard. Buyer shall bear the expense of all other packaging.

TAXES - All sale and/or use taxes and Custom duties imposed by Federal, state, county or municipal authority upon Delva's transfer and delivery of merchandise hereunder shall be paid by the buyer.

PAYMENT TERMS - All sales, if on credit, are net 30 days from date of shipment, unless otherwise specified on invoice. Buyer shall pay for all collection costs, attorney's fees and court costs incurred in collection, regardless of whether judicial action is taken or otherwise.

SPECIFICATION - Buyer agrees to provide Delva with an original copy of all required specifications. If the buyer fails to provide a clear original copy of all specifications, Delva will request a written release from responsibility for any product manufactured that does not meet the specifications.

INSPECTION - Unless otherwise specified and agreed to Delva will inspect parts per ANSI/ASQC Z1.4 sample size per table I, general inspection level II, single normal inspection at AQL 1.0 table II-A

CLAIMS - In all claims for shortages, buyer must notify seller within 3days of receipt of shipment. The original packaging, including exterior cartons, must be saved so that Delva can make a claim with the carrier. Charges for repair or inspection of parts by buyer, without prior written authorization, cannot be honored. Claims will not be honored on those parts further processed by buyer resulting in change of dimensions or characteristics from parts ordered.

TOOLING - Tools, dies, gages, fixtures are an integral part of the manufacturing process and included in engineering charges. As a proprietary item, payment by the buyer, whether separately quoted or not, conveys neither, ownership or the right of removal from Delva's possession.

PATENTS - The products hereunder are manufactured in accordance with the buyer's specification and design. Accordingly, buyer shall defend and save harmless Delva 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 fees and other costs in defending such claim.

WARRANTY - Delva warrants that goods manufactured by it will conform to the drawings and specification furnished by buyer. Where products are used and combined with other equipment or components not furnished by Delva or further processed by the buyer, buyer agrees to indemnify seller for all claims and expenses resulting from the use or incorporation into buyer's products.

There are no other warranties, expressed or implied, either of merchantability or fitness for purpose.

LIMITED LIABILITY – Delva's liability shall be limited to the amount of the contract.

COMPLETE CONTRACT - This agreement constitutes the entire contract between Buyer and Delva Medical Technologies. No modification hereof shall be of any force and effect unless in writing and signed by the party claimed to be bound thereby, and no modification shall be effected by an acknowledgment or acceptance by Delva of a purchase order from Buyer containing any different terms and conditions, which terms and conditions, to the extent inconsistent, shall be deemed superseded by the terms and conditions set forth herein and in the other documents delivered by Delva and Buyer. A waiver of any of the terms or conditions hereof shall not be deemed a continuing waiver, but shall apply solely to the instance to which the waiver is directed.

The foregoing states Delva's entire and exclusive liability. In no event will Delva be liable for consequential or special damages arising from any defect or use of its products. This is the whole agreement between the parties; any representations made by or on behalf of Delva Medical Technologies are void.