



A DIVISION OF EDAC (AMERICA) LIMITED

3810 Shutterfly Road, Ste. 200, Charlotte, NC 28217. (704) 424-5448 Fax: (704) 424-5648 www.norcomp.net

TERMS AND CONDITIONS OF SALE

1. NorComp agrees that it will endeavor to fill the accepted order as promptly as practicable, subject however to delays caused by transportation conditions, labor, or material shortages, strikes, fires or any other cause beyond NorComp's control. Shipping dates are approximate and represent NorComp's best judgement at the time of sending the acknowledgement.
2. Unless otherwise specified in writing, NorComp reserves the right to route all shipments and deliveries to a carrier at the F.O.B. point of shipment and this shall constitute delivery to the customer. After delivery to a carrier, NorComp will not be responsible for any loss, damage, or delay during transportation.
3. Claims for shortage or damage in transit where applicable shall be valid only if made in writing and received by NorComp within thirty (30) days after delivery of the product to the customer.
4. NorComp warrants all products sold by it to be free from defects in materials or workmanship when such products are used and serviced normally. It is the responsibility of the customer to determine the suitability of the products for their intended use and the customer assumes all risks and liability whatsoever in connection therewith. NorComp's only obligation will be to replace, repair, or credit such quantity of the product as proved to be defective. In no event shall NorComp be liable beyond the billing price of the products for any losses, claims or damages of any kind including consequential damages, whether such losses, claims or damages arise as a result of negligence.
5. Cancellations shall be allowed only if not **NCNR** (Non-Cancellable Non-Returnable) by mutual agreement in writing based on any adjustment necessary to cover labor expended and material procured, refined, processed, or partially processed.
6. These terms and conditions are intended by the parties as a complete and exclusive statement of the terms of their agreement. They supersede all prior agreements, written and verbal. No course of prior dealings between the parties and no usage in the trade shall be relevant to supplement or explain any term used in this agreement. The failure of either party at any time to require performance by the other party of any provision of this agreement shall in no way affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.
7. This agreement can be modified or rescinded only in writing signed by both parties or their duly authorized agents.
8. This agreement is to be governed by and construed according to the laws of North Carolina. If any dispute of any kind arises in connection with this agreement, the parties agree to submit it to the jurisdiction of the Courts of North Carolina exclusively.