



Terms and Conditions of Sale

Placement of a purchase order with Astonics, Inc. is subject to the following.

Terms and Conditions of Sale.

1. All materials supplied will be **factory-new** unless otherwise stated
2. Astonics, Inc. **Certificate of Conformance** will be supplied with each order; Manufacturer's Certificate of Conformance will be supplied (at no charge) if required by the purchase order.
3. **Packing slips** with customer PO number, part number, and quantity will be included with each shipment.
4. **Pricing** on each order is firm unless a change is authorized by both Astonics, Inc. and Customer in writing.
5. **Tariff Adjustment Clause:** All prices are based on tariff rates in effect at the time of quotation or order acknowledgment. Due to the evolving nature of international trade regulations, the Seller reserves the right to adjust pricing to reflect any tariffs, duties, or similar governmental charges that are imposed or increased after the date of order placement. In the event such adjustments are necessary, the Buyer will be notified in writing prior to shipment, and the revised pricing will be subject to the Buyer's confirmation before the order is fulfilled.
6. Astonics, Inc. **will not change any part numbers or material** without written authorization from the customer before shipping.
7. Astonics, Inc. will notify customers of any **nonconforming product** and receive approval before shipping.
8. Astonics, Inc., will notify customers if we have any **changes of facility locations** and receive approval before shipping.
9. Astonics, Inc. recognizes that payment of materials before its inspection does not signify its acceptance, and if there is a **manufacturer defect**, Astonics, Inc. will provide an RMA and freight account number for the return. Astonics Inc will provide replacements or repairs without additional charges. No further liability of any kind will be accepted by Astonics, Inc.
10. Astonics, Inc.'s **record retention** period is 10 years.
11. Astonics, Inc. will provide the **right of access** to our customers, along with their customers and/or regulatory authority to the applicable areas of all facilities at any level of the supply chain involved in the order, and to applicable records.
12. Per our approved **AS9100** registration, Astonics, Inc. **flows down** appropriate quality requirements to our suppliers.
13. **FAIR-First Article Inspection reports** are available for a fee, advise if you need this quoted. If a FAIR is needed, it must be in the Purchase Order with approval for the charge.
14. **Customer Service:** A Sales representative is available Monday through Friday, 7:30 a.m. to 5:00 p.m. Mountain Standard Time and may be reached at 435 586-0902.

15. Quality Assurance: Astonics, Inc. is AS9100 registered, and a copy of our current registration certificate is available online at <https://www.astonics.com/AS9100D.pdf>

16. Payment: Payment may be made either by ACH, Check, Wire Transfer, COD (under \$500), MasterCard, VISA, or American Express. Credit terms of Net 30 days may be extended to qualified institutions and companies, upon approval.

17. Same-Day Shipment for Stock items: Astonics, Inc is happy to provide same day shipping on stock items, please make sure your sales rep is aware it needs to ship same day. UPS is the preferred shipping method (domestic and international), orders must be entered before 12:00 PM MST.

18. Terms of Shipment: Unless otherwise noted on the Astonics, Inc. order confirmation. Astonics Inc.'s terms of shipment are FOB Origin. FOB stands for "Free On Board". The buyer (the customer) takes responsibility for the goods as soon as they leave Astonics, Inc. premises and are loaded onto the Customer's required freight carrier. At which time, the Transfer of all Liability and ownership for damage, loss, or theft transfer from Astonics Inc. to the customer. The Customer handles paying for the transportation from Cedar City, Utah to your destination. Astonics will add freight insurance only if requested by the customer. Customer will also handle any other fees, such as insurance, customs duties, and taxes.

19. Additional Shipping Charges: Shipping correction charges caused by errors in customer provided information are the responsibility of the customer for all shipments. Including any disputed shipping charges by the freight company, which were billed to a customer account or consignee billing will be charged back to the customer.

20. International Orders: All orders to international locations are exported from the U.S. in accordance with the Export Administration Regulations. Diversion contrary to U.S. Law is prohibited. All duties and taxes will be the responsibility of the customer.

21. Warranty/Liability: Astonics, Inc. extends to customers the Manufacturer warranty which calls for the products to be free from Manufacturer defects for a period of 1 year from the date of shipment. In no event shall Astonics, Inc.'s liability exceed the buyer's purchase price, nor shall Astonics, Inc. be liable for any indirect or consequential damages. This warranty does not apply to products which have been subject to misuse, including neglect, accident, modification, or which have been soldered or altered during assembly. Any repair or modification made by the Customer of the parts will void the manufacturer's warranty.

22. Insurance: Astonics, Inc. is an Authorized Distributor for Radiall. Radiall carries product liability insurance in amounts of 5 million USD per occurrence, and Astonics, Inc. carries general liability insurance in amounts of 1 million USD per occurrence. Additionally, Astonics Inc. carries Workers Compensation and Automobile insurance. Neither Astonics, Inc., nor our supplier (Radiall), names our customers as additionally insured. Copies of these policies are kept in file and are available for confidential review, in person if needed.

23. Scheduling: Astonics, Inc., is committed to on time delivery and will always keep the customer informed if the commit date changes. Orders will be scheduled in accordance with our quoted lead-time or according to the Customer's Purchase Order requirement whenever possible. The Manufacturer's quoted Leadtime is considered their best estimate and is not confirmed until the order is processed, and manufacturing has confirmed the date they can ship. If this confirmed date extends beyond the quoted Leadtime, customer will be notified immediately, and a PO update will be requested. Once the order is processed and manufacturing has commenced, products built specifically for the order are NCNR (Non-Cancellable/Returnable). Cancellation charges may be negotiated, not to exceed the cost Astonics, Inc. has incurred up to the point of cancellation requests. Astonics Inc. does not accept any type of penalties from the customer should late deliveries be made. Should there be a case where Astonics, Inc. is unable to perform, or fulfill the conditions established above, Customer will be notified as soon as possible.

21. Entire Agreement: These Terms and Conditions of Sale constitute the entire agreement between Astonics and the Customer with respect to the subject matter hereof and supersede all prior or contemporaneous agreements, understandings, negotiations, or communications, whether oral or written. Any terms or conditions contained in the Customer's purchase order or any other document submitted by the Customer that are in addition to, different from, or inconsistent with these Terms of Sale are hereby rejected and shall be of no force or effect unless expressly agreed to in writing by an authorized representative of Astonics."