



JLC International, Inc.  
958 Town Center  
New Britain, PA 18901

Phone: (800)-599-4732  
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[www.jlcinternational.com](http://www.jlcinternational.com)  
[jlcusa@jlcinternational.com](mailto:jlcusa@jlcinternational.com)

## Terms and Conditions of Sale

### 1. Contract of sale

The sale of the goods or services referred to in this sale is expressly conditioned upon the terms and conditions set forth below. Purchaser agrees that placement of an order for such goods or services shall constitute acceptance by the purchaser of all the terms and conditions set forth herein, and that such terms and conditions shall prevail if and to the extent that they are inconsistent or conflict with connection with any terms and conditions in any standard purchase order form used by purchaser in connection with this transaction. Both sides of this document constitute the sales contract between JLC International, Inc. (here in referred to as JLC) and purchaser.

### 2. Acceptance of orders

All orders, including orders placed with sales representatives, are subject to acceptance by JLC.

### 3. Price

The purchase price is FOB New Britain, PA and does not include shipping, insurance, or sales, use or similar taxes, all of which will be separately itemized or invoiced

### 4. Payment terms

Payment is due within thirty (30) days from the date of invoice, which shall be tendered at shipment, without any deduction, recoupment, or setoff. JLC reserves the right at any time to request full or partial payment in advance, to ship goods c.o.d., to revoke any credit previously extended, or to suspend performance of its obligations hereunder if it reasonably believes that purchaser's financial condition warrants such action.

Past due accounts will bear a finance charge of 1.5 percent per month on the unpaid balance, which corresponds to an 18 percent annual percentage rate.

Should purchaser default in paying any sum due under this contract or be in breach of any conditions in this contract, JLC or its representative or assigns, may, without prejudice to its rights or claims against purchaser, (i) suspend or terminate further deliveries of goods and decline warranty service, (ii) demand that purchaser return the goods purchased to JLC, or (iii) enter the premises where the goods are located and retake the same, cancel this contract, and retain all payments made without obligations as to resale, except as specifically required by Pennsylvania law.

Notwithstanding the foregoing, the purchaser shall remain liable for and agrees to pay the entire purchase price or any deficiency upon resale. Upon retaking the goods, JLC or its assigns may resell the same for the account of the purchaser in the manner prescribed by the Pennsylvania uniform commercial code.

### 5. Delivery; risk or loss

Unless otherwise stated herein, the goods shall be delivered to a common carrier selected by purchaser FOB JLC in New Britain, PA and delivery shall be deemed complete when the goods are so delivered. If purchaser fails to select a common carrier, JLC shall do so, acting for this purpose as purchaser's agent.

Title and risk of loss or damage to goods shall pass from JLC to purchaser upon delivery to purchaser or its representative or to a common carrier for shipment to purchaser, including the post office in New Britain, PA. In case of returns, goods shall be at purchaser's risk until received by JLC



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## 6. Acceptance of goods

Upon the arrival of the goods at their destination, the purchaser shall have 15 days within which to reject the goods for shortages, defects, or non-conformance. If there is a shortage with respect to the number of goods sent, or if purchaser rejects any of the goods as non-conforming or otherwise defective, purchaser shall promptly notify JLC within such 15 days, in which case JLC shall at its option remedy the shortage, or replace the defective or non-conforming goods, or refund the purchase price. Purchaser shall not return any goods to JLC except with JLC's prior written consent.

## 7. Product specifications and custom goods

JLC may modify the specifications of the goods without prior notice to or approval from purchaser, provided that (i) such goods are standard products, and (ii) that such modifications do not materially affect the performance of the goods or the purpose(s) for which they can be used.

## 8. Warranty

**(a) limited warranty.** JLC warrants to purchaser that the goods to be delivered will be free from defects in material or workmanship for such period after shipment by JLC as is stated in JLC's applicable products data sheet, or twelve (12) months if none is stated. If the goods delivered hereunder do not meet the foregoing warranty, purchaser shall promptly notify JLC, which shall correct at its expense any defect by supplying replacement goods. The liability of JLC under this warranty, regardless of the basis of the claim, shall not exceed the cost of correcting the defects in the goods or of supplying replacement goods. Upon expiration of the warranty period, all such liability shall terminate.

**(b) disclaimer.** The limited warranty set forth in this section 8 is the only warranty made by JLC, and JLC expressly disclaims all other warranties, express, implied statutory or otherwise, including any implied warranty of merchantability or of fitness for a particular purpose.

## 9. Limitation of liability

JLC's liability on any claim of any kind, including negligence for any loss or damage arising out of, connected with, or resulting from this contract or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, installation, repair, operation or use of any goods covered by or furnished under this contract shall be limited to the purchase price of the goods which gives rise to the claim, and purchaser shall hold JLC harmless for any liability in excess of such purchase price.

In no event, whether as a result of breach of contract or warranty or negligence, shall JLC be liable for special or consequential or incidental damages including, but not limited to, loss of profits or revenue, costs of procurement of substitute goods, facilities or services loss of use of the goods or any other equipment, cost of capital business interruption, downtime costs, or claims of customers of purchaser for such damages even if JLC has been informed of the possibility of such damage or loss by purchaser or any third party.

## 10. Cancellation by purchaser; restocking

- (a) no order may be cancelled, in whole or in part, except with JLC's prior written consent.
- (b) JLC normally consents to a reduction in quantities ordered for standard parts, in which case the purchase price shall be adjusted to reflect the per-unit price for the quantities delivered.
- (c) if an order for custom goods or parts is cancelled, JLC will invoice purchaser for all materials (which on payment will become the property of purchaser), labor overhead, and profit incurred and earned as of date of cancellation.



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(d) purchaser may within 45 days of delivery return standard parts that are unused and were not modified in any way for purchaser upon payment of 35 percent restocking charge. JLC may retest all returned goods and shall decline to restock any defective goods.

#### **11. Export sales**

The following provisions apply to export sales: the consignee must furnish import license when so required by the country of destination. If the goods or services requires an export license from the united states department of commerce (other that a g-dest license) or from the united states department of state, (i) the purchaser will not export the goods or services without first notifying JLC of the proposed export, country of destination, and end-user, and without thereafter complying with all applicable us laws

And regulations, and (ii) the consignee, or end-user, in the country of destination will furnish an end use statement and import certificate or transaction statement when requested by JLC in order to enable JLC to apply for an export license. All quotations and order acknowledgments are subject to JLC obtaining a united states export license in case the commodity requires such a license.

If required by JLC, purchaser shall furnish a delivery verification certificate after the merchandise has been received in the cow1try of destination

#### **12. Purchaser's solvency**

Purchaser represents and warrants that it is solvent and has adequate financial resources to perform its obligations under this contract.

#### **13. Entire agreement**

This contract comprises the complete agreement between purchaser and JLC with respect to the subject matter contained herein, and may not be modified except by a writing executed by both parties.

#### **14. Assignment**

Purchaser shall not assign, sell, or otherwise transfer any of its right, title, or interest in and to this contract or otherwise delegate any of its duties or obligations hereunder, without the prior written approval of JLC.

#### **15. Attorney's fees**

In any litigation or other dispute resolution proceeding brought by JLC arising out of or concerning this contract, JLC shall be entitled to recover its costs, including reasonable attorney's fees

#### **16. Governing law/Venue and Jurisdiction**

THE VALIDITY, CONSTRUCTION, AND INTERPRETATION OF ALL DOCUMENTS RELATING TO THIS SALE, AND THE RIGHTS AND DUTIES OF THE PURCHASER AND JLC SHALL BE GOVERNED BY THE LAWS OF THE STATE OF PENNSYLVANIA. THE PARTIES SPECIFICALLY AGREE THAT BY PLACING AN ORDER OR EXECUTING THESE TERMS AND CONDITIONS, PURCHASER SUBMITS HIMSELF TO THE JURISDICTION OF THE BUCKS COUNTY COURT OF COMMON PLEAS, THAT BUCKS COUNTY PA IS THE MOST CONVENIENT FORUM FOR ANY LITIGATION ARISING OUT OF THIS CONTRACT, AND THAT THE VENUE FOR ALL LEGAL ACTIONS OR LAWSUITS ARISING OUT OF OR CONCERNING THIS CONTRACT SHALL BE IN BUCKS COUNTY, PA.



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**17. Waiver of Jury Trial**

THE PARTIES IRREVOCABLE WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY LAWSUIT OR ACTION ARISING OUT OF OR CONCERNING THIS CONTRACT.

September 2020