



TERMS AND CONDITIONS

Minimum Order and Quote Validity:

- A \$500 minimum order applies to all orders, including international orders.
 - All quotes are valid for 30 calendar days.
1. **Shipping Terms:**
 - **COLLECT:** Use of the company's shipping account (information required at the time of order).
 - **PREPAID and ADD:** Must be noted on the Purchase Order.
 - **INTERNATIONAL SHIPPING:** The customer is responsible for routing and financially responsible for all shipment costs, including duties, tariffs, taxes, etc. Specify preferred couriers or shipping methods if applicable.
 2. **Payment Terms:**
 - Our proposal is based on the following milestone progress payments:
 - We will perform a credit check to assess creditworthiness as part of establishing terms. Once approved, our standard payment terms are net 30 days. Orders over \$15,000.00 are subject to a down payment. If credit is denied, the following terms will apply:
 - **Domestic Orders Less Than or Equal to \$20,000:**
 - A down payment of fifty percent (50%) of the order value must be received at the time of the order.
 - Final payment shall be due prior to shipping.
 - **Domestic Orders Greater Than \$20,000:**
 - An earned deposit equal to fifty percent (50%) of the order value to be invoiced upon sales order confirmation, payment due net 10 days from the date of invoice.
 - Upon completion of fabrication, an additional earned progress payment equal to forty percent (40%) of the order value will be invoiced, with payment due next 10 days from the date of invoice.
 - Final payment shall be due thirty (30) days after shipping from our dock.
 - Failure to pay within these guidelines may delay production. Ninety percent (90%) of the order value must be received prior to releasing the product for shipping. Any delays in manufacturing will not be made up by CI, unless CI's schedule permits.
 - **International Orders:**
 - A down payment of fifty percent (50%) of the order's value must be received at the time of the order.
 - The remaining fifty percent (50%) of the order is due prior to shipping. We must receive a wire transfer in the amount of one hundred percent (100%) of the order value before releasing the order for shipping on all international orders.
 3. **Credit Card Payments:**
 - All credit card payments are subject to a three percent (3%) surcharge for payment processing due to associated transaction fees.
 4. **Warranty:**
 - The CI standard one (1) year warranty is included for all equipment provided. The warranty period begins on the date of delivery.
 - **Warranty Disclaimer:** Except as set forth in the terms of the CI standard warranty, CI makes no other representations or warranties, whether express or implied (including, without limitation, warranties as to fitness for a particular purpose, merchantability, or non-infringement) whether arising by law, course of dealing, course of performance, usage of trade, or otherwise, all of which are expressly disclaimed.
 5. **Warranty Claims:**
 - CI will not be liable for any breach of the CI standard warranty unless:
 - You provide written notice of the defect to CI during the warranty period.
 - CI is given a reasonable opportunity after receiving notice to inspect the component(s).
 - CI verifies, in its reasonable discretion, your claim that the component(s) are defective.

- In the event you request a site visit to investigate a warranty claim, CI will provide you with a proposal for its travel expenses. We will require you to provide a purchase order for travel expenses prior to our departure. If the warranty claim investigation at your site is determined, in CI's reasonable discretion, to be valid, CI will bear the cost of its travel expenses. If CI determines that the warranty claim is invalid, CI will invoice its travel expenses against your purchase order.
6. **Terms Supersession:**
- Except as otherwise may be expressly agreed in writing by CI, upon your acceptance of this proposal, the terms and conditions of this proposal, including, without limitation, those relating to pricing, shipping terms, representations and warranties, and the limitations of liability set forth herein, together with any attachments thereto that are not superseded hereby, shall govern the relationship between you and CI unless superseded by a written agreement signed by a duly authorized officer of CI that specifically references these terms and states that such agreement is intended to supersede them for a particular purpose. No additional or different terms and conditions appearing on the face or reverse side of any purchase order or other document issued by you in connection herewith shall become a part of the terms and conditions governing your relationship with CI or otherwise bind CI. All other prior or contemporaneous representations, warranties, covenants, or agreements between you and CI, or your or its representatives, as applicable, with respect to the subject matter of this proposal are hereby superseded.
7. **Limitation of Liability:**
- Under no circumstances shall either party be liable for special, indirect, liquidated, consequential, or contingent damages, including, without limitation, damages based on loss of profits or revenues, loss of use, cost of substitute goods, facilities, downtime costs, increased construction costs, or third-party claims for such damages, whether such damages arise out of or are a result of a breach of contract, tort (including negligence), warranty, strict liability, or otherwise, regardless of (a) whether such damages were foreseeable, (b) whether or not the other party was advised of the possibility of such damages, and (c) the failure of any agreed or other remedy of its essential purpose. Notwithstanding any provisions in these terms, or in the terms of any contract or purchase order document to the contrary, (i) in no event shall CI be liable to you in connection with this proposal for any amount in excess of the fees actually paid to CI pursuant hereto, and (ii) our acceptance is conditioned on being allowed additional time to perform due to delays beyond our reasonable control.
8. **Proposals and Orders:**
- All proposals or purchase orders placed by you accepting this proposal must include specific customer contact information, bill-to information, ship-to information, and reference to the CI proposal number with the final and appropriate revision level.
9. **Taxes:**
- Prices stated do not include sales, use, excise, privilege, or other taxes or assessments now or hereafter imposed, levied, or increased by or under the authority of any federal, state, or local law, rule, or regulation concerning the equipment sold or services provided hereunder, or the manufacture or sale thereof. If CI is required to pay any such taxes or assessments, you shall, upon demand, reimburse CI for such amounts.
10. **Force Majeure:**
- CI shall not be liable for any loss, damage, delay in, or failure of performance hereunder due to any circumstances beyond its reasonable control, including, but not limited to: an act of nature; war; civil commotion; act of an extremist; sabotage; labor dispute; explosion; fire; accident; power or equipment failure; pandemic; inability to obtain suitable or sufficient labor, fuel, power, or material; or delay of carrier, including but not limited to priority, requisition, allocation, or price control. Notification of such events should be given to the affected party within a reasonable timeframe.
11. **Order Delays and Cancellations:**
- If performance under this order is held, delayed, or rescheduled for less than ninety (90) days from the originally scheduled date at your request, CI reserves the right to charge for storage, incidental costs related to the storage, and all rework required to return the equipment to "like-new" condition prior to shipping. If the order is ready for shipment and shipment cannot happen for causes beyond CI's reasonable control, CI will submit an invoice for the balance due on such equipment payable net thirty (30) days from the date of the invoice. If performance under this proposal is held, delayed, or rescheduled for more than ninety (90) days at your request, CI may define these actions as a termination for your convenience, and CI will then be entitled to reasonable and proper termination charges, including but not limited to all costs and fees identified to the order which have been incurred up to the date of notice of termination. The amount charged will be the greater of the following:
 - If cancelled prior to approval drawing, an amount equal to fifteen percent (15%) of the total proposal value at the time of termination.
 - If cancelled upon submission by CI for approval drawing, an amount equal to fifteen percent (15%) plus actual engineering at a rate of \$150 per hour.
 - If cancelled after completion of full engineering, an amount equal to twenty percent (20%) of the proposal plus actual engineering at a rate of \$150 per hour.

- If cancelled after release of engineering and procurement of raw materials, an amount equal to fifty percent (50%) of the proposal, plus labor hours worked at a rate of \$150 per hour, not to exceed the full value of the proposal.
 - Once 50% of the order is completed, the proposal cannot be cancelled.
12. **Intellectual Property and Marketing:**
- CI retains the right to use all work and designs for future work, marketing, and resale. Assuming you are pleased with CI's performance and/or service, you agree to serve as a reference for CI and to allow a case study and/or testimonial quote for use in CI marketing materials. CI will seek your consent before using you as a reference.
13. **Confidentiality:**
- CI retains for itself all its intellectual property rights in any supporting documentation supplied hereunder, including but not limited to, all designs, engineering details, and other data pertaining to any product sold except where such rights are assigned under written agreement by a corporate officer of CI.
 - CI may have a proprietary interest in any information that is furnished pursuant to the proposal. You must keep such information confidential and may not disclose any such information, which is specifically designated as being proprietary to CI without the prior written permission of CI, nor use any such information for other than the purpose for which it is supplied. CI also has a proprietary interest in this proposal and any resulting proposal and/or purchase order. Accordingly, none of these documents may be disclosed in whole or in part to third parties without the prior written permission of CI. The confidentiality obligation lasts for five years after disclosure.
14. **Minimum Quantity Purchases:**
- In the event that our suppliers of components require minimum quantity purchases, and CI cannot easily utilize excess components, then CI reserves the right to pass these expenses on to the customer. This typically applies in scenarios such as custom components or specialty items.
15. **Governing Law and Jurisdiction:**
- This proposal and all matters arising out of or relating to this proposal are governed by, and shall be construed in accordance with, the laws of the State of Michigan. Any cause of action arising from this proposal or any matter arising out of or relating to this proposal shall be brought only in the United States District Court for the Southern District of Michigan or the courts of the State of Michigan sitting in Jackson County, which shall have sole jurisdiction over all controversies arising hereunder.
16. **Severability:**
- If any term or provision of this proposal is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability does not affect any other term or provision of this proposal or invalidate or render unenforceable such term or provision in any other jurisdiction.