



D & D TECH SYSTEMS, INC.
Building Trust with Quality Products
2121 Brittmoore Rd. Building M, Suite #8300,
Houston, Texas 77043
Main: (713) 996-8404 Fax: (713) 996-7557
info.sales@ddtechsystems.com
www.ddtechsystems.com

TERMS & CONDITIONS OF SALE

APPLICABLE TERMS AND CONDITIONS OF SALE

These terms and conditions of sale establish the rights, obligations, and remedies of Buyer ("Customer") and D & D Tech Systems, Inc. as the Seller (D&DTSI) that apply to any order issued by "Customer" for the purchase of D&DTSI products and/or services ("Products"). No additional or different terms or conditions, whether contained in "Customer" purchase order form or in any other document or communication pertaining to "Customer" order, will be binding on D&DTSI unless accepted in writing and signed by an authorized representative of D&DTSI. D&DTSI expressly objects to and rejects any additional or different terms and conditions. Should any term or provision of these conditions be held by a court of competent jurisdiction to be invalid, void or unenforceable to any extent under applicable law, the validity of the remaining terms under this contract of which these conditions form a part ("Purchase Order") shall not fail by reason thereof but shall be construed in the same manner as if such term or provision had not appeared herein.

ACCEPTANCE OF ORDER

Acceptance of any Purchase Order is subject to credit approval. If "Customer" fails to comply with these terms and conditions of sale or if "Customer" credit becomes unsatisfactory, D&DTSI reserves the right to terminate the Purchase Order upon notice to "Customer" and without liability to D&DTSI. All first time purchases by the "Customer", and all orders wherein "Customer" has been put on credit hold, are subject to a Credit Card first order shipment policy. Credit Terms cannot be established with D&DTSI until references are verified and authorized by D&DTSI. For projects involving artwork, drawings & design, D&DTSI will issue an artwork and/or drawing(s) for "Customer" approval prior to starting production based upon "Customer" specifications, drawings, and expectations. The Estimated Completion Date will not include the approval period and production will be initiated by "Customer" approvals (artwork and/or drawings) only. Overtime Expedite and/or Rush options will be available for projects under prior evaluation from panel shop management. Fees & conditions will be given on a case-by-case basis and charged as an added to the Purchase Order unless otherwise specified (if previously added on each quote).

By requesting a quote from or submitting an order to D&DTSI, "Customer" agrees that these Terms and Conditions govern all purchases of Goods (and associated services) from D&DTSI.

PURCHASE ORDERS

All orders will be processed only with receipt of a valid purchase order. To ensure immediate processing of each purchase order, all orders should be submitted to po@ddtechsystems.com, referencing quote number, failure to provide it may result in processing delay. Purchase Orders, artwork approvals, IFA/IFC Drawings and/or material supplied by "Customer" received after **3:00 p.m.** will be processed the next business day. Products manufactured by others and supplied by D&DTSI are subject to availability upon receipt of the Purchase Order. All purchase orders are placed on hold until credit card information is on file or credit terms have been established with D&DTSI.

PRICES

Unless otherwise quoted, all prices for products and services are in United States Dollars and **valid for thirty (30) days** and do not include shipping cost or taxes of any description, including without limitation: excise, sales, use, property, export, or other taxes which may be imposed upon manufacture, sale, delivery, export or use of products or services. "Customer" agrees to pay all such taxes or to reimburse

D&DTSI therefore upon receipt of D&DTSI invoice. If "Customer" claims exemption from any tax, "Customer" shall provide a copy of its tax exemption certificate at the time the order is placed and shall defend, indemnify, and hold D&DTSI harmless from and against any claim for taxes, interest and penalties which may be assessed on holding that the items are taxable. Prices, lead times & discounts are based on quantities quoted, any change will incur in a price adjustment.

All tax-exempt certificate copies should be sent to ddtechsystems@gmail.com

MINIMUM CHARGES

Unless otherwise quoted, artwork products and services including wire tags, cable labels, plastic & metallic engraved nameplates, terminal block numbers & markers marking, the minimum charge is \$50.00.

All jobs where only labor services are required, a minimum charge of four (4) hours per day or twenty (20) hours per week will be applied and charged accordingly per the rate established in the quote or purchase order for the technician and his position. Please contact your D&DTSI representative for more details.

PAYMENT TERMS

Unless otherwise specified in our quotes or agreed in writing and signed by both parties, D&DTSI payment term types will be any of the following described below:

PIA (Payment in Advance): Established for all new customers 's first order and all orders that are less than \$250.00. Payment in advance required can be in full or to be determined case by case and specified in our quotes or other written form.

NET: Established for all second and subsequent orders that are less than fifty thousand U.S. dollars (\$50,000.00) and for all customers who have paid in full any invoice of their first order or for new customers who have submitted satisfactory credit references and have been approved by D&DTSI

50/50: Established for all second and subsequent orders that are more than fifty thousand U.S. dollars (\$50,000.00) for all customers who have paid in full any invoice for their first orders or for new customers who have submitted satisfactory credit references and have been approved by D&DTSI. An initial payment of 50% of the total of the order is required upon receipt of the order and the remaining 50% or balance is due when the order is completed and is ready (Customer will receive a notification via email).

Any variation from these terms must be requested in writing and must be acknowledged by D&DTSI management to be honored. Future orders will not be processed until all past due – outstanding balances are paid in full and received by D&DTSI accounting representative. When necessary and covered by law, D&DTSI will refer the account past due – outstanding balances to a licensed collection agency or attorney of law for legal action and all subsequent charges and legal fees shall be paid by the debtor.

PAYMENT TYPES ACCEPTED

Payment types accepted: cash, check, PayPal, Zelle, Credit Card (subject to a card processing fee of up to 3%).

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DELAY IN PAYMENT

D&DTSI reserves the right to render an additional invoice to cover any additional charges, up to 1.5% per month, for the extra time taken for all invoice payments that are made after the net due date.

DISCOUNTS

Unless otherwise quoted, all discounts offered by D&DTSI will be applicable only for final quantities and prices for the items of each purchase order received; if there is any discount applicable, D&DTSI will notify each customer by email when the purchase order is received.

BUSINESS CREDIT

To establish a credit line with D&DTSI the following information is required:

- W9
- Legal Business Name
- Business Type
- Full Business Address
- Phone Number
- Fax Number
- Email Address
- "Bill to" information if different from business address
- "Ship to" information if different from business address
- AP contact information.
- Tax-exempt certificate (if applicable)
- 3 credit references with company name, contact name, phone number, fax number, contact email, length of business relation.

Please submit information to ddtechsystems@gmail.com.

ESTIMATED COMPLETION TIMES/DATES (ECT/D)

Please be aware that all quoted dates refer to the Estimated Completion Time/Date (ECT/D), and not the Estimated Shipping or Delivery Dates (EST/D-EDT/D). ECT/D on quotes is based on the production load and conditions of the Panel Shop at the time the quote is processed and are subject to change ARO.

ESTIMATED SHIPPING TIMES/DATES (EST/D)

All Estimated Shipping Dates (ESD) will be based off the production load and conditions of the Panel Shop at the time the Purchase Order is received and are subject to change ARO and does not include transit times.

FREE ON-BOARD SHIPPING POINT (FOB)

Unless otherwise specified in each quote from D&DTSI, FOB delivery of the goods will be at **D&DTSI shipping/receiving deck**.

DELAY DELIVERY

D&DTSI will not be responsible for delay or fail in delivery and legislative, administrative or executive law, order or requisition of the Federal Government or any State or Municipal Government or any subdivision, department, agency, officer or official thereof, or if caused by, but not limited to, strike, fire, floods, accidents, delays of carrier, inability to obtain suitable and sufficient labor, and necessary supplies of raw materials or other unavoidable contingencies beyond D&DTSI control. Factory shipment or delivery dates are the best estimates of our suppliers. In no case, shall D&DTSI be liable for any consequential or special damages arising from any delay in delivery.

STORAGE

Unless otherwise specified in writing (quotes and/or purchase orders), D&DTSI will charge a storage fee after the first five (5) days from the date that the "Order Ready" notification email has been sent to the customer informing that the order has been completed and is ready to pick-up or ship, according to the terms & conditions established in each quote and/or purchase order. Storage charges will be daily (Monday to Sunday) and determined based on size of the item & time of storage. Please contact your D&DTSI representative for more details.

CANCELLATION

After Purchase orders are received and accepted by D&DTSI, all cancellations by "Customer" shall be by mutual agreement and received in writing. "Customer" will be charged for all costs incurred at the moment of the cancellation plus 20% of the total of the Purchase Order. Any cancellation where material is involved is subject to a 25% restocking fee plus return freight charges if materials is returnable. Non-stock material will not be taken back until all charges and contingencies are explained and accepted. All material is subject to a prior sale.

WARRANTY

D&DTSI warrants all products manufactured by it to be free from defects in materials and workmanship for the period of (1) one year from the date of shipment. Our warranty does not cover material manufactured by others and resold & supplied or incorporated into the final product by D&DTSI, those are covered by the manufacturer's warranty. If, within such period, any such products shall be proven to D&DTSI satisfaction to be defective, then and in that event, such products shall be repaired or replaced at D&DTSI option. Such corrections or replacements of defective products shall constitute a fulfillment of all liabilities in respect to such products.

In no event, shall D&DTSI be liable for any claims or loss arising during transit, special damages, consequential damages, indirect damages, incidental damages, statutory damages, exemplary or punitive damages, loss of profits, loss of revenue, liquidated damages, or loss of use, even if informed of the possibility of such damages. D&DTSI liability shall be limited exclusively to replacing or repairing without charge, at its factory or elsewhere at its discretion.

"Customer", by acceptance of products, assumes any and all liability for any damages which may result from its intentional or negligent use or misuse by the "Customer", its employees, or third parties. D&DTSI makes no warranty (express, implied, or otherwise) with respect to any defect, failure, deficiency, or error which is:

- Not reported to D&DTSI within the applicable warranty period set forth herein.
- Due to misapplication, modification, disassembly, abuse.
- Improper installation by others, abnormal conditions of weather, temperature, dirt, or corrosive matter.
- Due to operation, either intentional or otherwise, above rated capacities or in any other improper manner.

Under no circumstances will credit be allowed for unauthorized rework on any materials. A deduction will be made from credits issued on all returned material to cover costs of handling.

CONFIDENTIALITY

All sales documents, engineering data, engineering & design drawings and specifications used in the completion of this order is considered

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confidential information and will become the property of D&DTSI, whether provided by the “Customer” or created in-house. No information will ever be shared with others outside of “D & D”, and any request to view your data must be made in writing and approved by an authorized representative of D&DTSI.

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