

Excell Solutions, Inc. & Palace Manufacturing, Terms & conditions.

General Terms:

These terms and conditions take precedence over any other set of terms and conditions.

Payment Terms: Unless otherwise agreed to in writing, payment terms are 1½%/10 net 30 from invoice date.

Cancellation: Purchase orders cannot be cancelled without the written approval of Palace Manufacturing or Excell Solutions. In the event of a cancellation, reasonable cancellation fees may apply. Cancellation fees are due 1½%/10 net 30 days of invoice date for the fee.

Terms relating to products sold by Excell Solutions or Palace Manufacturing.

By accepting components, the buyer agrees that the parts are made to their specifications. A signed packing slip or proof of delivery indicates acceptance.

Because the buyer controls the part design, documentation and application, Excell Solutions and Palace Manufacturing have no reasonable way of knowing the application of any component and as such, have no responsibility as the suitability of the finished component for the application.

Excell Solutions and Palace Manufacturing use good workmanship and inspection practices, but we work to the documentation provided by the buyer. Any documentation is subject to interpretation. As such, the buyer has final responsibility to ensure that the part is made to their requirements.

Patent, Trademark and Copyright Indemnity. Because the buyer controls the design and application of the components purchased, the buyer shall indemnify Excell Solutions and Palace Manufacturing from any and all damages and costs finally awarded for infringement of any United States Patent, trademark or copyright in any suit by reason of the sale or use of these components.

Defective or nonconforming material: The only remedy of the buyer from Excell Solutions and Palace Manufacturing for components determined to be defective or nonconforming will be the refund of the original purchase price or replacement of those components. In general, components will not be refunded or replaced once they are installed in their final assembly or sold to the buyer's customer. Any exception to that rule will be addressed on a case by case basis. Any exception does not ensure future exceptions.

Buyer shall not be entitled to receive damages for any consequential issues surrounding components determined to be defective or nonconforming.

On time deliveries: Although Excell Solutions and Palace Manufacturing strive to deliver parts in the lead time requested by the buyer, unless specifically agreed to in writing, Excell Solutions and Palace Manufacturing will not discount pricing or accept any other penalties related to late deliveries of components.

In the event of a dispute, any value in question shall be limited to the purchase order price of the components.

If there is a disputed component, all other components must be paid for promptly. Payments for other components or purchase orders cannot be held pending resolution of any issue with these parts.

Customer supplied material: Excell Solutions and Palace Manufacturing are not responsible for damage to customer supplied material. There is a wide variety of situations that occur in the manufacturing process that cause damage to a part. If an exact amount of parts are required, extra parts are strongly recommended to be used to debug programs, etc.

Pricing errors: Occasionally, errors are made in the quoting process and/or sending quotes. Excell Solutions and Palace Manufacturing reserves the right to correct pricing errors.

Terms relating to products purchased by Excell Solutions or Palace Manufacturing

Confidentiality: Any information provided by Excell Solutions or Palace Manufacturing will be held in strict confidence by the receiving party and will not be divulged to a third party without expressed written permission of Excell Solutions or Palace Manufacturing.

The seller warrants that all goods purchased by Excell Solutions or Palace Manufacturing conform to the specifications as outlined on the purchase order

In the case of parts, materials or services purchased by Excell Solutions or Palace Manufacturing, Excell Solutions or Palace Manufacturing have the final say as to whether the product received conforms to the purchase order.