



901 Sarasota Center Boulevard
Sarasota, FL 34240

941.371.6767
octexgroup.com

STANDARD TERMS & CONDITIONS

Standard lead-time is 30 days from receipt of purchase order; this is subject to change depending on raw material availability. Tooling lead-times are indicated on the initial quote

Price quotations are valid for 30 days. Product pricing is based on material costs and data provided at time of initial quote. Final product pricing is subject to change based on material costs, quality requirements, revision level changes and other related program details. Buyer is responsible for all costs associated with secondary operations, quality control requirements, and EOAT (end-of-arm-tooling) determined after initial sampling.

Delivery of 10%, more or less, than the quantity specified shall constitute fulfillment of the order, and any excess not exceeding 10% shall be accepted and paid for by the purchaser

All part drawings, solid models, and material specifications are due at the time of purchase order placement. As well as any special color and/or material requests along with a color sample if applicable.

OCTEX, LLC assumes no responsibility or liability for any failure to manufacture, deliver or provide, or for any delay in the manufacture, delivery or provision of, loss or damage occurring by reason of delay or inability to deliver caused by acts of God, fires, storms, strikes, blackouts, labor shortages, accidents, embargoes, car shortage, delays of carriers, insurrection, riot, acts of the civil or military authorities, inability to obtain raw materials or equipment, serious public health nuisance, or from any other cause which is unavoidable or beyond our reasonable control. In the event of any shortage of raw materials or other supplies, OCTEX, LLC may allocate materials and supplies among its customers in such a manner as OCTEX, LLC may determine at its sole discretion, and shall have no liability to the purchaser because of any delay or cancellation thereof.

Prices given are firm only for uninterrupted runs in the lots specified, and for the amount of each individual order accepted. Smaller runs, unless for our convenience, shall be subject to an increase in price. Prices on undelivered portion of any order are subject to change by the amount our costs are affected by Federal or State Legislation, increase in the cost of molding compounds used and basic labor rates, together with the covering overhead for such costs.

If OCTEX, LLC agrees to use materials supplied by the purchaser, then the purchaser shall be solely responsible for supplying and delivering such materials in timely manner at no cost or expense whatsoever to OCTEX, LLC. Materials must be of sufficient quality and quantity (including allowances for loss, waste, or scrap that may occur for any reason) as OCTEX, LLC deems necessary to complete its obligations. OCTEX, LLC shall not be liable for, and the purchaser shall be obligated to pay and previously negotiated premiums notwithstanding, any failure or delay in delivering goods to be provided hereunder if such failure or delay is caused by the purchaser's failure to supply or deliver such materials in a timely manner or of such quality or quantity OCTEX, LLC deems necessary.

All shipping and handling charges are F.O.B. our plant at 901 Sarasota Center Blvd. Sarasota, FL 34240. Shipping charges are NOT reflected in the price quotation. OCTEX, LLC shall not be responsible for products damaged in transit.

Sales tax will be assessed where applicable. Purchaser is responsible for any and all taxes. Purchaser must provide a current certificate of resale or tax-exempt number at time of purchase order placement, if applicable.

Any products that are imported from any other country, the purchaser shall be responsible for all legal regulatory, and administrative requirements associated with any importation and the payment of all associated duties, taxes, and fees.

Payment Terms for molded products are Net 30. Tooling terms are 60% deposit with solid model and purchase order, 30% due upon sampling, and 10% due upon completion. Remit to address is OCTEX, LLC 901 Sarasota Center Blvd. Sarasota, FL 34240.

Shall the purchaser cancel in whole or in part of the purchase order; the purchaser agrees to compensate OCTEX, LLC for reasonable expenses incurred for work in process, raw materials, packaging, etc. up to and including the date of cancellation. Raw materials can include material in excess of PO quantity based on minimum buy requirements. All cancellations must be submitted in writing to OCTEX, LLC.

Buyer shall pay for any unused material purchased by Seller on behalf of Buyer to make the products within (120) one hundred and twenty days after Seller purchasing such material. Seller may store such material for up to (12) twelve months free of charge. After (12) twelve months of storage, Seller may dispose of the material unless Buyer either (a) pays the costs of shipping the material to another location or (b) pays Seller to store the material at a rate of \$100/month from the date of obsolescence.

In the event a purchaser's account, either for mold amortization, molds, tools, articles or parts, remains open or unpaid for a period of ninety (90) days, or in case of purchaser's dissolution or bankruptcy, we reserve the right to use purchaser's molds or tools to make and sell articles and parts there from until the account is liquidated, and such sales shall not be deemed infringement of any patent or trade-mark thereon, of which the purchaser is owner or licensee. Also, unpaid balances for invoiced merchandise shall constitute a lien on any molds or tools in our possession.

All contracts and orders are subject to credit approval and written acceptance by OCTEX, LLC. We may at any time alter or suspend credit, refuse shipment of, cancel unfilled orders when in our opinion the financial condition of the purchaser, or the status of the account warrants it, or when the



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delivery is delayed by fault of the purchaser, or the purchaser is delinquent in any payment.

In case of dissolution or bankruptcy of purchaser, molds in our possession not having been fully paid for shall become the property of OCTEX, LLC in partial satisfaction of unpaid account, and unpaid engineering charges, and at a fair value thereof not exceeding, however, the unpaid balance due thereon, subject, however, to the right of the Receiver or Trustee within three months to redeem same for the unpaid balance.

Claims for shortage, rejection or defects must be made in writing within thirty (30) days after date of shipment. No consideration will be given thereafter. Merchandise shall be returned only upon our written authorization and in its original packaging. OCTEX, LLC shall not issue credit on any moldings which have been altered or defaced in any way or upon which any additional operations have been performed.

Purchaser agrees to indemnify, and hold OCTEX, LLC harmless against any loss, cost, liability or expense resulting from infringement, or claimed infringement or patents or trademarks.

Samples submitted shall be deemed approved if written notice of rejection is not received within ten (10) days after date of submittal.

No representative of OCTEX, LLC is authorized to make oral warranties, promises or representations as to product and none shall be binding upon us until reduced to writing and signed on our behalf by an officer of the company.

No warranty is implied concerning the artistic, mechanical or practical advantage in the design or construction of the parts.

We agree to maintain all molds and tools in condition to furnish molded pieces to original specifications, except that our liability in this regard shall not extend for more than two (2) years after completion of the most recent production order, and except when changes are requested by the customer and incorporated in the mold which will affect the physical characteristics of the mold. Normal repair and maintenance will be done at our expense. Worn out molds and or molds that, in our opinion, will require maintenance beyond that normally provided, or that produces excessive scrap, shall be refurbished or replaced at the expense of the purchaser.

In consideration of molds and tools being quoted on a non-profit basis, the purchaser, his heirs, assigns or successors, agrees on paying a charge of 30% of the contract price of said molds and tools when and if he demands delivery thereof. The purchaser further agrees to accept molds as is when removed from our plant. Purchaser agrees that the account balance must be paid in full before shipment of molds, tools, etc.

The purchaser agrees to pay for changes in molds or tools made necessary by changes in specifications accepted by us and also agrees to assume all risk of damage as a result.

A mold shall be considered obsolete if no orders have been received for production for one year, and we accept no responsibility for its continued existence or availability after such a period of inaction. This clause will not be invalidated by lack of written notification of the expiration date. All molds considered obsolete will accrue storage costs at the rate of \$500/month from the date of obsolescence.

Unless otherwise specified herein, OCTEX, LLC will not convey any insurance of any type on your tools, dies, fixtures, etc.

If special jigs, fixtures, gauges or other tools are required, they must be furnished by the purchaser or at the purchaser's expense. Any jigs, fixtures, and gauges made by OCTEX, LLC at our expense will be released with the mold if desired by purchaser only after a satisfactory added price has been agreed upon.

We cannot assume any responsibility for the accuracy, performance, or maintenance of existing molds supplied us by the purchaser.

Our failure to insist upon a strict performance of any of the terms and conditions herein shall not be deemed a waiver of any rights or remedies that we may have and shall not be deemed a waiver of any subsequent breach or default in the terms and conditions herein contained. No provision of this agreement shall be deemed to have been waived by us unless such waiver is in writing and signed by an officer of OCTEX, LLC.

Unless specifically stated otherwise, satisfactory inserts are to be furnished by the purchaser F. O. B. our plant, all charges prepaid. The quantity furnished shall exceed 10% the number required to complete the order for molded parts. Inserts are subject to review with regards to design by OCTEX, LLC.

Unless otherwise specified, the finish of the molded pieces includes only such polish as is obtained directly from the molding process.

Purchaser warrants that the merchandise that are the subject of this transaction will not be implanted into the human body and are not subject to FDA inspection.