

**TERMS AND CONDITIONS OF SALE**  
(issued July 11, 2024, subject to change without notice)

**GENERAL**

**CURRENCY:** All prices are in United States Dollars (USD)  
**TRANSPORTATION:** Prices do not include these costs  
**INSURANCE:** Prices do not include these costs  
**INCOTERMS:** Incoterms EXW: Ex Works shipping point Westminster, Colorado  
**GOODS:** Diversion contrary to US Law is prohibited  
**DUTIES:** Not included for destinations outside of the USA  
**TAXES:** Prices do not include applicable taxes  
**PRICING:** All prices subject to change without notice

**WARRANTY**

Gysin America, Inc. doing business as MAXMAR Motion Technologies (hereafter "MAXMAR") warrants to the original purchaser ("BUYER") only, that the MAXMAR merchandise purchased by BUYER is free from defects in material or workmanship. This warranty expires twenty-four (24) months from the date of shipment. If BUYER discovers within the warranty period a defect in material or workmanship, BUYER must promptly notify MAXMAR in writing. During the warranty period, MAXMAR will, at MAXMAR'S sole option, either repair or replace any product that proves to be defective. These remedies are BUYER's only remedies for breach of warranty. Notice of such defects must be received by MAXMAR within seven (7) days of the warranty period expiration.

To obtain information in order to exercise this warranty BUYER SHALL contact MAXMAR for assistance and return instructions. BUYER shall send the goods, transportation and brokerage fees prepaid and at BUYER's expense, to MAXMAR. If MAXMAR determines, after a reasonable investigation, that the goods are defective, repairs or replacement will be made and the goods returned, transportation prepaid at MAXMAR expense. Repaired products are warranted to be free from defects in material or workmanship for the the lesser of the balance of the original warranty period or ninety (90) days.

Any products supplied by a third party or items as offered and specified as such in the quotation will be covered only by the original manufacturer's warranty. BUYER will be responsible for contacting the manufacturer to determine such warranty, procedure for repair or replacement and any other necessary procedures. Replacement or repair costs of such items no longer covered under the original manufacturer's warranty are the responsibility of the BUYER. MAXMAR does not warrant any such third party supplied item or product.

MAXMAR is not responsible for broken or damaged BUYER supplied material when received in such condition or when damaged during production. Only in the case of damage caused by the gross negligence of MAXMAR will MAXMAR be responsible for damage to such components or units and MAXMAR's liability shall be limited at MAXMAR's option to either repair or replace the damaged item.

**LIMITATION: THE WARRANTY CONTAINED HEREIN DOES NOT APPLY TO DEFECTS RESULTING FROM UNAUTHORIZED MODIFICATIONS OR MISUSE OF ANY PRODUCT OR PART HEREOF. THE WARRANTY CONTAINED HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. IN NO EVENT WILL MAXMAR BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT OR ANY OTHER LEGAL THEORY. MAXMAR EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES LISTED IN THIS PARAGRAPH.**

## **PAYMENT TERMS**

**Established accounts in good standing or new accounts with approved credit are offered payment terms of Net 30 days.** Payments delinquent past 30 days of invoice date will be assessed 1.5% per month interest. This delinquent interest rate shall also be assessed for accounts with special negotiated terms.

**International shipments** - All international shipments are subject to prepayment of the full amount applicable on BUYER's purchase order.

**Payment by check** must be remitted to MAXMAR Motion Technologies, 9034 Marshall Court, Westminster, Colorado 80031-2920, USA. All expenses for packing, handling, shipping and insurance (if instructed by BUYER) will be added to the amount of the invoice. All checks returned to MAXMAR for insufficient funds will be assessed a penalty of fifty dollars (\$50) plus any fees assessed to MAXMAR by MAXMAR's financial institution.

**Payment by credit card** is accepted without any surcharge. All expenses for packing, handling, shipping and insurance (if instructed by BUYER) will be added to the amount of the invoice and charged to the BUYER's credit card.

**Payment via COD** is accepted for pre-approved domestic accounts only. All expenses for packing, handling, shipping, insurance (if instructed by BUYER) and COD costs will be added to the amount of the invoice.

**Electronic payments** via Bank/Wire Transfer are accepted. The Net amount received into MAXMAR's bank account must equal the Invoiced amount. BUYER must add all applicable wire/transaction fees (originating bank, intermediate bank(s) and the \$15 charged by MAXMAR's bank) to the Gross amount that BUYER instructs BUYER's bank or agent to send. For bank wiring instructions, please contact MAXMAR.

Any discrepancy in payments made to MAXMAR will delay the order and shipment.

## **SHIPMENT & INSURANCE TERMS**

Unless otherwise specified, domestic shipments will be sent with FedEx Ground and shipping charges added to invoice. Insurance (Declared Value For Carriage) will not be added unless specified on the BUYER's purchase order.

All international shipments require a shipping account with an established carrier – DHL, Federal Express or UPS. Insurance (Declared Value For Carriage) will not be added unless specified in the BUYER's purchase order.

All claims for shipping errors, shortages, or rejections must be made in writing within ten (10) days of receipt of the shipment. Any shipping damage must be reported within twenty-four (24) hours upon delivery.

## **ORDER ACKNOWLEDGMENT**

MAXMAR acknowledges all purchase orders in writing (e-mail or fax) within a reasonable time upon receipt of the purchase order. All orders are final and cannot be canceled or returned for credit.

## **RETURN OF MATERIAL**

The return of any item or material to MAXMAR for any reason cannot be made unless a Return Material Authorization (RMA) number has been assigned by our customer service department. Please call 1-888-6-Maxmar (1-888-662-9627) ext. 802 or e-mail to sales@maxmar.com to obtain an RMA number and shipping instructions). At that time, a return procedure will be provided. Any return without a proper RMA number will be automatically returned to BUYER at BUYER's cost.

**PACKAGING**

MAXMAR provides packaging and all necessary packaging materials. However, MAXMAR does not guarantee the packaging and MAXMAR does not guarantee arrival of the shipment or bear any risk of loss or damage to a product during shipment.

**ACCEPTANCE**

All sales are subject to and expressly conditioned upon the terms and conditions contained herein, and upon BUYER's assent thereto. No variation of these terms and conditions will be binding upon MAXMAR unless agreed to in writing and signed by an officer of MAXMAR.

**CHOICE OF LAW**

This Agreement shall be governed by the laws of the United States of America and the laws of the State of Colorado.