



General Terms and Conditions

Thank you for registering with Aero Fastener Co., Inc.

By accessing our website you are accepting the terms and conditions described in this notice. If you have any questions regarding the terms & conditions of Aero Fastener's website please contact us at info@aerofastener.com

Any use of "Aero, AFCI, us, our, we" directly relates to Aero Fastener Co., Inc. & Aero Fastener Ltd. The entire contents of this website, any secondary site or any URL currently owned by Aero Fastener Co., Inc. are proprietary to Aero Fastener Co., Inc.

Any use of "you, your" directly relates to the current user/viewer of website www.aerofastener.com and www.aerofastco.com, along with any additional sites/URL's.

You agree to use the Aero Fastener Co., Inc. website only for lawful purposes.

You agree not to use this website in any such manner that may cause interruption, damage, loss of sale, loss of use or any functionality within our website. You agree if, by fault of Aero Fastener or any user of our website (www.aerofastener.com) any unauthorized information becomes viewable or readily available on our website it is the responsibility of you, the user of our site, to notify Aero Fastener, please email info@aerofastener.com

You also agree to not do any of the following:

- Upload or email any defamatory or objectionable material on or to Aero Fastener and its owned subsidiaries/properties including but not limited to our website.
- Interfere, attempt to interfere, think to interfere or plot to interfere with any electronic correspondence/email not intended for you.
- Misrepresent, Pretend, Defraud any person or origination, especially us!
- Upload, Download or Transmit any files that contain viruses, corrupted data or information compromising programs.
- Access or attempt to gain access to any unauthorized parts/portions of this website.
- Collect information about others (especially e-mail/postal addresses) without their consent.
- Post any spam or advertisements unless authorized written consent has been given to you by Aero Fastener's webmaster.

Aero Fastener reserves the right to modify, remove, hide, or make unavailable the website or any part of the website, without notice. Aero Fastener will not assume any responsibility to you or a third for any modification, removal or unavailability of the website. Aero Fastener reserves the right to monitor any activity or content associated in any manner with our website.



Aero Fastener will attempt to keep all information within our website up-to-date and accurate; however, this site may contain errors, inaccuracies and/or omissions. Aero Fastener will not be held liable for any information within our website as it may contain errors, inaccuracies, omissions and/or already stated information. Aero Fastener reserves the right to change or update any information, including orders already accepted if deemed to contain an error, inaccuracy and/or omission. We apologize for the inconvenience the errors would most certainly cause. Aero Fastener reserves the right to modify or alter the terms and conditions of use within our website. It is your responsibility to continually to check the terms & conditions for any modifications or changes to said terms.

Generated Quotes

- FOB – Westfield, MA, USA
- FOB – Prestwick, Scotland, UK
- All prices quoted are in US Dollars (\$USD)
- Payment Terms: Net 30 days with approved credit
- Quotation is valid for 30 days.
- All stock is subject to prior sale
- Errors and omissions: Aero Fastener Co., Inc. reserves the right to amend the quotation due to errors and omissions.
- Aero Fastener Co., Inc. reserves the right to choose an alternative manufacturer as long as they are approved for the project.
- Unless otherwise stated, Manufacturer Certificates and Test Reports are included.
- Duties and Taxes are not included in pricing unless otherwise stated.

Conditions of Sale

1. DEFINITIONS

“Seller” – Aero Fastener Co., Inc.

“Seller’s Representative” – Seller’s duly authorized representative.

“Purchase Order” – the purchase order accepted and acknowledged by the Seller including any amendments, which incorporates by reference the standard terms and conditions contained herein.

“Goods” – those products or services offered for sale by the Seller.

“Buyer” – the legal entity to which the Seller is selling and delivering goods.

“Force Majeure” – means events proved to be beyond the Purchaser’s or Seller’s reasonable control including without limitation, an act of God, fire, flood, earthquakes, any act of government, war insurrection or riot.

2. HEADINGS

Headings are for convenience only and shall not affect the interpretation of any provision of this document.

3. ACCEPTANCE

Buyer’s acceptance of goods sold by the Seller constitutes acceptance of Buyer’s agreement to be subject to and bound by the terms and conditions contained herein. BUYER IS HEREBY NOTIFIED IN ADVANCE THAT THE SELLER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS



CONTAINED IN ANY PURCHASE ORDER, REQUEST FOR QUOTE OR OTHER ORDERING DOCUMENT. Any other definite and/or reasonable expressions of Buyer's acceptance of Seller's offer to sell goods, in addition to Buyer's acceptance of goods sold by the Seller, shall also constitute Buyer's acceptance of the terms and conditions herein. Any purchase inquiry or order document of the Buyer containing terms and conditions inconsistent with or in addition to the herein terms and conditions shall constitute a counteroffer by the Buyer, whether or not the terms materially alter the herein terms and conditions, and shall not be binding on the Seller unless said counteroffer is specifically accepted in writing by the Seller. Within five (5) business days of receipt, the Buyer shall conduct and conclude any inspections of the goods for shortages, loss or damage during transit or other nonconformity. Buyer shall notify Seller of any shortage, loss, damage or nonconformity in writing within five (5) business days of inspection. Failure to provide the Seller with written notice within said period shall constitute unqualified and irrevocable acceptance of the goods and act as a waiver of any and all claims relating to the goods received.

4. PRICE

Unless otherwise specified, all quotations are for immediate acceptance, subject to prior sale of stock and subject to change without notice prior to acceptance. Prices are F.O.B. Seller's point of shipment unless otherwise specified by the Seller. Prices do not include charges for any applicable taxes or requested insurance. Buyer is responsible for any applicable local, state, federal or foreign sale or use tax. Any applicable cash discount period offered by the Seller begins as of the date of shipment.

5. PAYMENT

Unless payment terms have been specifically extended to the Buyer in writing, or unless other payment terms are contained in the Seller's delivery documents, payment terms are net 30 days from date of invoice, payment in United States currency to the Seller's address on the invoice. Invoices remaining unpaid for more than 30 days or more accrue interest at the rate of 18% per annum. Buyer is liable for all attorney fees, court costs and costs of collection of the amounts due under any invoice or goods sold to the Buyer. Seller reserves the right to modify, withdraw or cancel any offered payment terms without notice and require payment guarantees, security, C.O.D. payment or payment in advance of shipment. If Buyer fails to satisfy the payment terms, Seller may delay shipment to Buyer or in the Seller's discretion cancel any unshipped portion of the Buyer's order. Buyer specifically waives any right of setoff, recoupment or right to withhold payment of the purchase price on account of any claim.

6. PACKING, SHIPPING & DELIVERY

Seller retains the right to package goods or delivery in containers with bar-coded and/or alphanumeric labels in standard size quantities determined by the Seller. To the extent and degree not inconsistent with the above, Seller will package and ship in accordance with the written instructions supplied by the Buyer. If the Buyer fails to provide said instructions, Seller will select and utilize that method of packing and shipping that in its discretion is most appropriate. If Buyer is to pick up the goods and fails to do so within five (5) business days of notification the goods are ready, then the Seller, in its discretion, may ship the goods by commercial forwarder at the Buyer's expense. Shipping dates are given to the best of the Seller's knowledge, are estimates and are based on information furnished by the Buyer. Seller shall use its best efforts to ship to the Buyer by the estimated ship date but shall not be liable for any loss, damage or claim resulting from a delay or failure to ship or deliver the goods by any estimated ship date. The Seller shall not be liable for delays or inability to deliver due to any acts of Force Majeure. Should an act of Force Majeure occur, the Buyer may only postpone its performance obligations during the period in which the act of Force Majeure exists. These Commodities, Technology, or Software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law prohibited.

7. TITLE & RISK OF LOSS

Title and risk of loss pass to the Buyer upon the Buyer's or its freight forwarders receipt of the goods.

8. CANCELLATION OF ORDER BY BUYER

Once accepted by the Seller, Buyer's order may not be terminated, modified or rescinded except by agreement signed by the Seller and the Buyer. If all or any part of the Buyer's order is terminated or modified by agreement, Buyer shall pay termination charges to Seller for expenses already incurred by the Seller in preparing to perform work in satisfaction of the Buyer's order, including but not limited to, expenses related to material, labor costs and



Seller's anticipated profit on said order. No goods may be returned to the Seller without the prior written consent of the Seller.

9. DISCLAIMER OF WARRANTY

SELLER MAKES NO WARRANTIES WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

10. EXCLUSIVITY OF REMEDY AND LIMITATION OF LIABILITY

In the event Buyer claims that Seller has breached any of its obligations to the Buyer whether warranty or otherwise, under the purchase order or the terms and conditions herein, the Buyer's sole and exclusive remedy is, at the Seller's sole and exclusive discretion, either a) the replacement of the goods sold, or b) the refund by the Seller to the Buyer of the purchase price of the goods sold. THE REMEDIES PROVIDED HEREIN SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY OF THE BUYER AGAINST THE SELLER FOR BREACH OF ANY OF THE SELLER'S OBLIGATIONS UNDER THE PURCHASE ORDER COVERING THE RELEVANT GOODS AND/OR THE TERMS AND CONDITIONS CONTAINED HEREIN, WHETHER THE CLAIM IS MADE IN TORT OR CONTRACT LAW OR IN EQUITY, INCLUDING BUT NOT LIMITED TO CLAIMS BASED ON WARRANTY, NEGLIGENCE OR OTHERWISE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE MANUFACTURER, SALE, DELIVERY OR USE OF GOODS OR SERVICES SOLD OR PROVIDED BY THE SELLER, IN AN AMOUNT GRATER THAN THE PURCHASE PRICE OF THE GOODS.

11. INDEMNIFICATION

Buyer does hereby irrevocably indemnify Seller, its officers, directors, shareholders and employees and agrees to defend any claim or litigation and/or pay or reimburse any judgment, loss, claim or expense, including reasonable legal or accounting fees, incurred by any of the indemnities in connection with any claim or litigation which asserts or is based upon any breach or violation of the Buyer, or any of its agents, of any obligation, covenant, representation or warranty of the Buyer as set forth herein.

12. WAIVER

The failure, delay or omission of either party to assert or enforce any provision herein shall not be construed or operate as a waiver or bar to any subsequent enforcement of or reliance upon that or any other provision contained herein.

13. SEVERANCE

If any Court of competent jurisdiction shall determine that any term, condition or provision herein is void, unenforceable or not applicable, all other remaining terms, conditions and provisions herein shall remain in full force and effect.

14. NOTICES

All notices, demands and other communications required herein shall be in writing, in English and deemed served if mailed by certified mail, return receipt requested, postage prepaid, as follows: to the Seller at the Seller's address at P.O. Box 507, Westfield, MA 01086.

15. ASSIGNMENT

The purchase order may not be assigned in whole or in part by the Buyer without the prior written consent of the Seller, except that either party may assign the purchase order to any successor in interest of said party by way of merger, consolidation or acquisition of substantially all of the assets of the assigning party, provided the successor in interest expressly assumes all of the obligations and liabilities of the assigning party under the purchase order and terms and conditions herein.

16. WHOLE AGREEMENT

Except for the expressed written words, numbers and symbols contained on a purchase order which incorporates by reference the herein terms and conditions and which has been accepted and acknowledged by the Seller, the terms and conditions contained herein constitute the entire agreement of the parties relating to the Buyers purchase of goods from the Seller and hereby merges, supersedes, negates and controls any and all prior oral or written negotiations, representations, commitments, agreements or communications between the parties. The purchase order and the terms and conditions contained herein may only be altered, changed, amended or modified by signed authorization by an authorized representative of the Seller.



17. CHOICE OF LAW & VENUE

The validity, construction and enforcement of the terms and conditions contained herein and the sales transactions between the parties shall be governed by the laws of the Commonwealth of Massachusetts, U.S.A., without reference to or application of its conflict of law provisions, and any and all disputes concerning the same shall be heard and determined by the U.S. District Court for the District of Massachusetts, Western Section.