



Allstar Magnetics

15100 NE 65th St. Suite 170, Vancouver, WA 98682

Phone (360) 693-0213 www.allstarmagnetics.com

TERMS AND CONDITIONS OF SALE

COMPANY NAME: All references to Allstar and Allstar Magnetics shall include Santronics, LLC, a wholly-owned subsidiary of Allstar Magnetics.

BLANKET ORDERS: Unless otherwise agreed in writing, blanket orders must be completed within 12 months of order placement. Any quantity not shipped by the end of the contract period will be shipped and invoiced on the last day of the 12 month period.

CHANGES AND CANCELLATIONS: Upon your receipt of Allstar's sales acknowledgment, parts are non-cancellable and non-returnable (NCNR). Orders are not subject to changes or cancellation except on such terms as to protect us against loss and expressly agreed to by the president of Allstar Magnetics in writing.

CHIPS AND CRACKS: Unless Allstar has agreed in writing the specifications in the IMA and MMPA supercede any PO's, prints or customer T&C's. All ferrite cores are sold using IMA (International Magnetic Association) specifications for chips and cracks. All magnets are sold using MMPA (Magnetic Materials Producers Association) specifications for chips and cracks.

CUSTOM MANUFACTURED ITEMS: Allstar Magnetics may over/under ship 5% of the order quantity, depending on the yields during our manufacturing processes. Our sales team will inform you when this happens so you can adjust your PO. Please consider possible yield loss and adjust your order levels accordingly. If the customer supplies materials or other items for additional processing, the customer shall supply 5% more than is necessary to complete the order.

CUSTOMER REQUIREMENTS: It is the customer's responsibility to advise Allstar of quality requirements that may impact a quote and/or order. The customer's submission of boilerplate T&C's or Quality Requirements does not satisfy this requirement. The customer must bring specific requirements for First Articles, data reports, special testing, etc., to the attention of the Sales Rep at the quoting stage. Subsequent requirements may be re-quoted based on the specific requirement.

FREIGHT TERMS: Delivery terms are FOB origin unless otherwise agreed to by Allstar. The customer bears all freight expenses. In the absence of customer-specific routing instructions, we will exercise our best judgment to route shipments accordingly.

CLAIMS AND RETURNS: Claims of any nature must be made within 30 days of receipt of shipment. Returns are accepted only upon Allstar Magnetics written authorization accompanied by a Return Material Authorization (RMA) number. All items in dispute must be identified by: Part Number + Quantity + Problem/Concern + Requested Solution. All claims must be accompanied by a Discrepant Material Report (DMR) and/or photo evidence of the product involved. When the approved return is processed, a credit memo will be sent to the customer. Alteration or modification of our invoice must be made by Allstar Magnetics upon notification by the customer of any discrepancy relating to price, quantity, part number or shipping charges. Any correction made by Allstar Magnetics will be sent to the customer via credit or debit memo or revised invoice.

PAYMENT TERMS: If approved for credit, our terms are **NET 30 DAYS with no discount**. We also offer prepaid terms of Proforma via ACH or Check and Credit Card payments. Different terms must be agreed to in writing by Allstar's Credit Manager. If you are given credit terms, we reserve the right to re-evaluate your credit score and payment history and increase or reduce your credit limit (up to and including removing your credit terms) based upon your credit score and payment history with Allstar and other creditors.

Failure to adhere to our terms may result in a shipping hold on future orders and possibly in a change from credit to prepaid terms. The net due date is calculated from the date of the invoice. Delinquent accounts are subject to a service charge of one and one-half percent (1½%) per month on any unpaid balance. The customer also agrees to pay all expenses associated with any collection proceedings, including seller's attorney fees. Washington State Law governs this agreement, and in the event of default or any dispute concerning the agreement exclusive jurisdiction in determining such disputes shall be the respective state courts of Clark County, Washington. All terms herein supersede any previous agreements.

INVOICES AND STATEMENTS: Invoices are emailed immediately after shipment or mailed via regular mail. Payments are to be made on an invoice basis (refer to "PAYMENT TERMS" above). Statements will only be provided upon request to assist in balancing payment records. Please send all invoice and payment-related emails to ar@allstarmagnetics.com.

Our preferred payment method is via ACH. Our banking information can be sent upon request. We also accept payments by wire (a \$25 fee will be incurred to offset the fee deducted by your processing bank for wire payments) or by check. **Mail paper checks and make payable to: Allstar Magnetics, LLC, 15100 NE 65th Street, Suite 170, Vancouver, WA 98682.** If you want to pay by credit card, you need to complete our credit card authorization form.

PROFORMA/CREDIT CARD/PREPAY. Proforma/credit card/prepay invoices are prepared with the price of the materials, any other quoted pricing, tariff charges (if applicable) and an estimate of freight costs (unless shipped freight collect) for customers who have not been approved for credit. Customers will be provided a Proforma/credit card/prepay invoice in advance. A deposit may be required based on the material cost of your order.

DELAYS: We are not responsible for delays in delivery or any failure to make delivery due to causes beyond our control. These causes include but are not limited to acts or regulations of any governmental authority, fire, work stoppages or slowdowns, accident, flood, war, national emergency, acts of God, public disorder, transportation shortages and delays or shortages of fuel or materials.

TAXES: Customer shall be responsible for and pay all sales, use or other taxes, fees, tariffs, and duties arising out of any transaction.

ACCEPTANCE: By placing an order with Allstar Magnetics, LLC you are acknowledging your acceptance of these terms and conditions in their entirety and without modification. Any modification must be agreed to in writing by Allstar. Allstar reserves the right to change these terms and conditions at any time with notification upon our website. Orders placed after any changes will constitute acceptance of such changes.