

Term and Condition

Payment Terms

Net 30 days to credit approved Customers. Payments over 30 days are subject to a 1% per month financing charge. Visa, MasterCard, American Express. All payments shall be made in US currency.

Shipping Terms

FOB Sankyo USA. Sankyo shall not be responsible for damage to the product or Customer damages due to delays encountered during shipment.

Quotation Terms

Prices are firm for 30 days from date of quotation. Delivery schedule is based on best available delivery at the time of quote. Delivery schedule may change without prior notification depending on the current demand on Sankyo's manufacturing capacity.

Title

Title and risk of loss of all products sold shall pass to the Customer upon Sankyo's delivery to the carrier at the point of shipment (whether or not Sankyo pays any part of the freight) or if Sankyo stores the materials for the account of the Customer at Sankyo's facility, then title and risk of loss shall pass to the Customer at the time of storage.

Claims

Any claims due to shortages, errors, or defects must be made within two business days from receipt of shipment.

Return Policy

Stock items, in like-new condition, may be returned for full credit within 30 days of shipment. Not all catalog items are stock items. Please consult our website or Sankyo Inside Sales to determine if an item ordered is a stock item.

Non-stock items including custom products, special products, or any products modified by the Customer in any way, are non-returnable.

Taxes

In the event that the Sankyo may be required to pay any excise, sale or use taxes, duties, or other charges or increases upon the manufacture, sale or transportation of the materials sold not now specifically included in the price on the face hereof, the Customer shall reimburse Sankyo for same.

Warranty

Sankyo warrants that its products conform to published specifications free of defects in materials and workmanship. **NO OTHER WARRANTY IS EXPRESSED OR IMPLIED. THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARE DISCLAIMED.** No warranty exists if product is modified by the Customer. Any liability arising from defective products which Sankyo sells or manufactures is limited solely to the repair or replacement of the defective product, or at Sankyo's option, a refund of the purchase price. **IN NO EVENT SHALL SANKYO BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER.**

Part Number, Price, and Product Changes

Sankyo reserves the right to change part numbers, prices, and product specification at any time without prior notification to the Customer. Sankyo will make every attempt to inform the Customer regarding these changes. However Sankyo is not liable in any way as a result of damages that may result from a Customer not receiving information regarding a change to the part number, price, or product specification. In order to assure best quality, please consult our website for latest part number and specification information or Sankyo Customer service.

Design and Specifications

- (i) The products will be built to the design and specifications supplied and approved by the Customer and the Customer is solely responsible for such design and specifications.
- (ii) Any drawings or specifications supplied by Sankyo were prepared at the specific request of Customer to assist Customer in the development of specialized tooling and notwithstanding such assistance, Sankyo has no responsibility whatsoever for the design or specifications of the products.
- (iii) Any subsequent engineering change or product change order must be in writing, signed by both parties, and will be paid for by Customer, including but not limited to any order change, postponement, or cancellation.
- (iv) No returns shall be allowed on special component products.

Infringement

If a claim is made or an action is brought or threatened for infringement of any patent, trademark or copyright, or any related litigation, arising out of the manufacture or sale of the products in accordance, in whole or part, with the designs or specification of the Buyer, the Customer shall indemnify Sankyo against any and all damages, liabilities, losses, and expenses, including reasonable attorneys' fees, incurred by Sankyo in connection with such claim or action and shall defend such action at the Customer's expense if requested by Sankyo.