



# TERMS & CONDITIONS

## 1. DEFINITIONS

"Arlon" means Arlon Graphics LLC. "Purchaser" means the Person that has submitted an Order to Arlon. "Person" means individual, trust, entity or other party. "Order" means Purchaser's expressed request, whether oral or written, to purchase Goods from Arlon. "Goods" means all of the products, materials and related services produced, provided or sold by Arlon. "Terms and Conditions" means this instrument titled Arlon's Standard Terms & Conditions.

## 2. ACCEPTANCE OF ORDERS

All Orders are subject to written acknowledgment of acceptance of the Order by authorized Arlon personnel (the "Order Acknowledgment"). Purchaser confirms that these Terms and Conditions are expressly incorporated into the agreement between Purchaser and Arlon (the "Contract"). Purchaser agrees that these Terms and Conditions are a material part of the Contract and shall apply regardless of any contrary or conflicting terms and conditions contained in Purchaser's Order or anywhere else, including any sales or presentation documents provided by Arlon sales personnel or other Persons to Purchaser, and any such contrary or conflicting terms shall be superseded by these Terms & Conditions.

## 3. SCHEDULING

Shipping dates are approximate and are based upon prompt receipt of all necessary information. The Purchaser shall furnish to Arlon written shipping instructions in sufficient time to permit Arlon to make shipment at Arlon's option within the time or times herein specified for shipment. In the event of a delay in delivery due to any reason described in Paragraph 12 or 13 below, the delivery date shall be deferred for a period equal to the time lost by reason of the delay. In the event such delay shall continue for more than two weeks then at Arlon's option the order will be deemed cancelled without liability to Arlon.

## 4. DELIVERY AND TRANSPORTATION

Unless otherwise agreed to in writing by authorized Arlon personnel, delivery of the Goods hereunder shall be made FOB at the point of shipment, with delivery to the initial carrier to constitute delivery to the Purchaser. Goods are shipped at the risk of the Purchaser from and after delivery to the initial carrier. Transportation expense will be paid by the Purchaser and risk of loss, shortage, delay or damage to the Goods in transit shall fall upon the Purchaser, whose responsibility it shall be to file claims with the carrier.

## 5. PRICES

Prices are subject to change without notice, unless expressly designated as firm for a specific period pursuant to an Order Acknowledgment issued by Arlon.

## 6. TAXES

Prices do not include foreign or domestic sales, use, excise or similar taxes. Consequently, in addition to the prices specified herein, the amount of any present or future sales, use, excise or other general or specific tax or imposts, duties or penalties or other governmental charges fixed or imposed by any shipment, delivery or use of the Goods sold hereunder shall be added to the price and paid by the Purchaser or, in lieu thereof, the Purchaser shall provide Arlon with a tax exemption certificate acceptable to the taxing authorities and Arlon.

As per 1 January 2020, Arlon has the obligation to comply with EU VAT Quick Fixes regulations (Council Directive (EU) 2018/1910, Council Implementing Regulation (EU) 2018/1912 and Council Regulation (EU) 2018/1909). For the correct application of the 0% VAT for intra-Community supplies to Purchaser, Arlon kindly requests Purchaser to cooperate with support documents in order to justify the intra-Community supply upon request. Deriving from this:

- Arlon Graphics retains the right to charge 21% Dutch VAT with respect to intra-Community supplies if a valid VAT number of the buyer in the destination country is not available.

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# TERMS & CONDITIONS CONTINUED

- Arlon Graphics retains the right to charge 21% Dutch VAT (and any fines applicable) with respect to Intra-Community supplies, if the buyer, under Ex Works terms:
  1. Cannot Provide a written and signed statement of transit declaration and;
  2. Cannot provide i) a fully signed CMR document and ii) a Bill of Lading or an invoice for the transport of the goods.

## 7. LIMITATION OF LIABILITY

- **(a) THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. EXCEPT FOR THE WARRANTIES SET FORTH IN THESE TERMS AND CONDITIONS, ARLON MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY: (A) EXPRESS WARRANTY; OR (B) IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, INCLUDING WARRANTIES IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**
- **(b) All Goods are sold with the understanding that the Purchaser has independently determined the suitability of such Goods. Certain Goods sold by Arlon have either a Standard Limited Warranty (as defined below) or its own Product-Specific Limited warranty (as defined below.)**
- **(c) Standard Limited Warranty.** Unless otherwise waived or disclaimed, all Goods sold by Arlon are covered by Arlon's Standard Limited Warranty ("Standard Limited Warranty") warranting that the Goods will be free from defects in manufacturing and workmanship upon shipment. The full terms of the Standard Limited Warranty can be found at Arlon's website located at arlon.com under Support - Warranties.
  - **(i) Notice to Arlon of Standard Limited Warranty Claim.** In the event Purchaser believes the Goods covered under the Standard Limited Warranty, have a manufacturing and workmanship defect, Purchaser shall immediately, in no event later than fourteen (14) days of discovery of such condition (so long as the alleged condition was discovered within the warranty period set forth in the Standard Limited Warranty), give Arlon written notice of purchaser's claim.
  - **(ii) Exclusive Standard Limited Warranty Claim Remedy.** For Standard Limited Warranty Claims that Arlon determines in its sole discretion are covered, Arlon shall, in its sole discretion, either: (i) repair or replace such Warranted Goods (or the defective part); or (ii) credit or refund the purchase price of such Goods.
  - **(iii) Standard Limited Warranty Period.** A claim under the Standard Limited Warranty must be submitted within one (1) year after application of the Goods ("Warranty Period"). The Warranty Period for any replacement or repaired goods shall not extend beyond the end date of the original Warranty Period applicable to the Warranted Goods that were sold to purchaser and which are replaced or repaired. The full terms of the Standard Limited Warranty, including the Warranty Period, can be found at Arlon's website located at arlon.com under Support - Warranties.
- **(d) Product-Specific Limited Warranty.** Certain Goods sold by Arlon have their own specific limited warranty ("Product-Specific Limited Warranty"). The Product-Specific Limited Warranty for each of the Goods sets forth the totality of the limited warranty terms applicable to such Goods, including the limited warranty period, and the different application methods that apply. The Product-Specific Limited Warranty for each of the Goods is set forth in a Product-Specific Limited Warranty Statement and the Product-Specific Limited Warranty Statement(s) for the specific Goods sold to Purchaser are available on Arlon's website located at arlon.com under Support - Warranties. Upon request of Purchaser, Arlon will provide Purchaser with a hard copy of the Product-Specific Limited Warranty Statement(s). The Product-Specific Limited Warranty Statement(s) as of the date of the Order Acknowledgement for each of the Goods purchased by Purchaser are expressly incorporated herein by this reference. Purchaser confirms that Purchaser has reviewed the Product-Specific Limited Warranty Statement(s) for each of the Goods purchased by Purchaser and agrees that the Product-Specific Limited Warranty set forth in each applicable Product-Specific Limited Warranty Statement(s) are incorporated into the terms of the Contract.

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# TERMS & CONDITIONS CONTINUED

- **(i) Notice to Arlon of PS Limited Warranty Claim.** In the event Purchaser believes the Goods purchased are defective, Purchaser shall immediately, in no event later than fourteen (14) days of discovery of such condition (so long as the alleged condition was discovered during the limited warranty period set forth in the applicable Product-Specific Limited Warranty), give Arlon written notice of Purchaser's claim ("PS Limited Warranty Claim"), specifying the alleged deficiency and providing such information and documentation as Arlon may reasonably request. Purchaser shall give Arlon a reasonable opportunity after receiving notice of the PS Limited Warranty Claim to examine such Goods. Purchaser shall (if requested by Arlon) return such Goods to Arlon's place of business, or to such other location as Arlon may request, at Arlon's cost for examination by Arlon or such other Persons as may be designated by Arlon.
- **(ii) Purchaser Misuse.** Arlon shall not be liable for a PS Limited Warranty Claim under any Product-Specific Limited Warranty if: (i) Purchaser makes any further use of such Goods after submitting the PS Limited Warranty Claim; (ii) the defect arises because Purchaser failed to follow Arlon's oral or written instructions as to the storage, installation, application, use or maintenance of the Goods; or (iii) Purchaser alters or repairs such Goods without the prior written consent of Arlon.
- **(iii) Exclusive PS Limited Warranty Claim Remedy.** The exclusive remedy for PS Limited Warranty Claims that Arlon determines in its sole discretion are covered under the applicable Product-Specific Limited Warranty, are set forth in the applicable Product-Specific Limited Warranty which are available on Arlon's website located at arlon.com under Support - Warranties. The limited warranty period for any replacement or repaired Goods shall not extend beyond the end date of the original limited warranty period applicable to the Goods that were sold to Purchaser and which are replaced or repaired.

The remedies set forth herein shall be the Purchaser's sole and exclusive remedies. Arlon shall not be responsible, obligated or liable for any injury or damage resulting from an application or use of its Goods, either singly or in combination with other products. Arlon's SOLE LIABILITY FOR BREACH OF WARRANTY OR ANY OTHER CLAIM SHALL BE LIMITED TO THAT SET FORTH THESE TERMS AND CONDITIONS, and the terms of the applicable warranties which can be found on Arlon's website located at arlon.com under Support - Warranties. ARLON SHALL NOT BE LIABLE FOR DAMAGES, INCLUDING BUT NOT LIMITED TO, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH: (1) THE USE OR PERFORMANCE OF THE GOODS; (2) ANY ORDER; OR (3) ANY CONTRACT.

## 8. INDEMNIFICATION

Purchaser agrees to indemnify, hold harmless and defend Arlon (and its employees, subsidiaries, affiliates, successors and agents) from and against any and all judgments, liabilities, damages, losses, expenses and costs (including, but not limited to, court costs and attorneys' fees) incurred or suffered by Arlon, which relate to or arise out of (a) Purchaser's use, handling, installation, removal, sale or distribution of the Products; (b) Purchaser's breach of any representation, warranty or obligation set forth in these Terms; (c) the infringement or violation of any third party's intellectual property or other rights arising out of or in connection with Arlon's use of Purchaser Materials or specifications provided to Arlon by Purchaser; and/or (d) any negligence or intentional misconduct by Purchaser (or its employees, agents or representatives).

## 9. ACCEPTANCE OF GOODS

Goods will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by Arlon within thirty (30) days of delivery if shipped FOB point of shipment or ten (10) days of delivery if shipped FOB point of destination. Such written notice shall not be considered received by Arlon unless it is accompanied by all freight bills for such shipment, with Agent's notations as to damages, shortages and conditions of equipment, containers and seals. Non-accepted Goods are subject to the return policy stated below.

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# TERMS & CONDITIONS CONTINUED

## 10. RETURN OF GOODS

No Goods may be returned to Arlon without Arlon's prior written permission, which permission may be withheld by Arlon in its sole discretion. If Goods are returned to Arlon (with its written permission) within forty-five (45) days from the date of delivery for reasons other than a Limited Warranty Claim or an error by Arlon in filling the Purchaser's Order, Purchaser shall only be entitled to receive a credit in an amount equal to the payment received by Arlon for the Goods minus handling charges determined solely by Arlon which shall not exceed twenty percent (20%) of the invoiced amount. If Goods are returned to Arlon (with its written permission) after forty-five (45) days from the date of delivery for reasons other than a Limited Warranty Claim or an error by Arlon in filling the Purchaser's Order, Purchaser shall only be entitled to receive a credit in an amount equal to the payment received by Arlon for the Goods minus a handling fee in excess of twenty percent (20%) which shall be subject to negotiations between Arlon and Purchaser.

## 11. PATENTS

The use of the Goods by the Purchaser is beyond the control of Arlon, and Arlon shall have no obligation or liability whatsoever in connection with any suit claiming infringement by reason of the use of the Goods. Purchaser shall defend and hold Arlon harmless against any expense or loss resulting from any claim of infringement of patents or trademarks arising from Purchaser's sale or use of the Goods or its designs, specifications or instructions. The sale of Goods, or parts thereof, by Arlon does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Goods or parts with other devices or elements.

## 12. PAYMENTS

Purchaser agrees to pay all invoices in accordance with the terms and conditions set forth by Arlon in the Contract or, to the extent not in conflict with the terms and conditions set forth by Arlon in the Contract, in accordance with the terms and conditions set forth by Arlon in its other written communications with the Purchaser. Delinquent payments are subject to a monthly service charge in the amount of One and One-Half Percent (1.5%) of the delinquent amount for each month or part thereof of the delinquency.




## 13. FINANCIAL RESPONSIBILITY

If, in the sole judgment of Arlon, the financial resources of Purchaser become impaired or unsatisfactory at any time during the term of the Contract, then Arlon may require of Purchaser a deposit of suitable security or margin for performance by Purchaser in such amount or amounts from time to time as Arlon shall specify not exceeding the difference between the market price and the Contract price. Upon requirement of deposit, Purchaser shall make such deposit not later than the close of Arlon's next business day. If Purchaser fails to make such deposit then Arlon may at its option: (1) cancel the Contract or the undelivered portion thereof, in which case Purchaser agrees to pay Arlon the difference between the market price on date of cancellation and the Contract price; (2) resell at any time for Purchaser's account all or any undelivered portion of the Contract, in which case Purchaser agrees to pay Arlon the difference between the resale price and the Contract price; or (3) otherwise change the terms of payment therein specified. In the event Purchaser shall be or becomes insolvent or admits in writing Purchaser's inability to pay Purchaser's debts as they mature or if Purchaser shall make an assignment for the benefit of creditors or any general arrangement with creditors or if there is instituted by or against Purchaser proceedings in bankruptcy or under insolvency law or for reorganization, receivership or dissolution, Arlon may terminate the Contract at any time and without notice.



## 14. FORCE MAJEURE

In the event of war, fire, epidemics, quarantine restrictions, flood, strike, labor trouble, breakage of equipment, accident, riot, the imposition of any government price control, regulation or any other act of governmental authority, acts of God or other contingencies (whether similar or dissimilar to the foregoing) beyond the reasonable control of Arlon that interfere with the production, supply, transportation or consumption practice of Arlon at the time respecting the Goods covered by the Contract or in the event of Arlon's inability to obtain such on terms deemed by Arlon to be reasonable during period of such causes, Arlon may terminate or modify its supply commitment defined in the Contract without liability, but the Contract shall otherwise remain unaffected. Arlon may, during any period of shortage due to any of said causes, allocate its supply of such raw materials among its various uses thereof (e.g., manufacturing and sales) in such manner as Arlon deems practicable and allocate its supply of such products among such various users thereof in any manner which Arlon deems fair and reasonable.



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# TERMS & CONDITIONS CONTINUE

## 15. SECURITY TITLE

Security, title and right of possession to the Goods sold hereunder shall remain with Arlon until all payments hereunder (including deferred payments whether evidenced by notes or otherwise) have been made in cash. The Purchaser agrees to do all acts necessary to perfect and maintain such security right and title in Arlon.

## 16. CANCELLATIONS

The Purchaser may cancel an Order only upon written consent and upon payment to Arlon of cancellation charges, if any, which shall take into account, among other things, expenses incurred and commitments already made by Arlon.

## 17. ASSIGNMENT

No assignment of the Contract or any rights or obligations thereunder, by the Purchaser shall be of any force or effect unless in writing and signed by an officer of Arlon.

## 18. NO THIRD-PARTY BENEFICIARIES

The Contract is for the sole benefit of Purchaser and Arlon and their respective successors and permitted assigns (in accordance with Paragraph 16 above) and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these terms and conditions. There are no intended or incidental beneficiaries.

## 19. GENERAL

The Contract and matter connected with the performance thereof shall be construed in accordance with and governed by the laws of the State of California as if it were executed and performed entirely within the State of California, within Orange County. Further, it shall be construed to be between merchants as that term is defined by the Uniform Commercial Code or similar law of any State or Province. Arlon will comply with all applicable Federal, State and local laws and specifically represents that any products to be delivered hereunder will be produced in compliance with the requirements of the Labor Standards Act of 1939, as amended. Purchaser shall comply with all applicable laws, regulations and ordinances. Purchaser shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Contract. Purchaser shall comply with all export and import laws of all Countries involved in the sale of the Goods under the Contract or any resale of the Goods by Purchaser. Purchaser assumes all responsibility for shipments of Goods requiring any government import or export clearance. The Contract contains all of the representations, stipulations, warranties, agreements and understandings with respect to the subject matter of the Contract and its execution has not been induced by any representation, stipulation, warranty, agreement or understanding (including any course of prior dealings between the Parties hereto) of any kind other than those herein expressed.

## 20. MODIFICATION/CONFLICT OF TERMS

No amendment, addition to, alteration, modification or waiver of all or part of the Contract shall be of any force or effect unless in writing and signed by an officer of Arlon. If the Terms and Conditions conflict with those of any purchase order of Purchaser written in connection with sale of the Goods or any portion thereof, or with any Product-Specific Limited Warranty, then the Terms and Conditions shall govern.




## 21. SEVERABILITY

If any term or provision herein is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision herein or invalidate or render unenforceable such term or provision in any other jurisdiction.




## 22. ARBITRATION

Any controversy or claim arising out of or relating to the Contract or the breach thereof shall be settled in Orange County, California by binding arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator may be entered in any Court having jurisdiction thereof.



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# TERMS & CONDITIONS CONTINUED

## 23. SHORTENED LIMITATIONS PERIOD FOR DISPUTE RESOLUTION




Purchaser must: (i) within one year of discovery of a Limited Warranty Claim; or (ii) discovery of a controversy or claim arising out of or relating to the Contract or the breach thereof ("Dispute"), whichever period occurs first, initiate Arbitration pursuant to Paragraph 21 above or be barred from prosecuting or litigating any such Limited Warranty Claim or such Dispute. This one year limitations period applies notwithstanding any longer statutory period of limitations, including Uniform Commercial Code § 2725 or similar statutory period of limitations of any State or Province which provides otherwise. No course of conduct or negotiation or investigation of any Limited Warranty Claim or Dispute shall act to extend the one year limitations period identified herein.

## 24. REASONABLE ATTORNEY'S FEES AND COSTS




In the event suit or Arbitration is held concerning, or relating to, an alleged breach of the Contract, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

Last updated: AUG 27, 2024



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