



Terms & Conditions of Sales Warranty

Prices: Prices for the products of Acorn Engineering Company, Inc. and affiliates and subsidiaries (collectively, "the Company") are subject to change without notice. Quotations are conditioned upon acceptance by the Buyer within 30 days of the date of issuance unless otherwise stated therein and are subject to correction for typographic or clerical errors. A sales order confirmation issued by the Company to the Buyer will be considered accepted by Buyer unless Buyer objects in writing to the Company's Customer Service Department within (1) one week of Buyer's receipt thereof. As between the Buyer's purchase order and the sales order confirmation, the sales order confirmation is the governing document. All prices exclude sales, use, occupation, license, excise, tariffs, duties, and other governmental charges imposed upon the manufacture, sale, or delivery of products (collectively, "Taxes"). Unless a proper exemption certificate is furnished to the Company by Buyer, all Taxes shall be paid by the Buyer to Company. PRICES SHOWN ON THE SALES ORDER CONFIRMATION MAY NOT REFLECT THE PRICE AT THE TIME OF INVOICE. ITEMS ARE INVOICED AT THE PRICES EFFECTIVE ON THE DATE OF SHIPMENT.

Term and Conditions of Payment: Terms of payment are Net 30 days from the date of invoice. Past due accounts will be subject to a 2% per month service charge from the date of the invoice. If any proceedings are instituted by or against Buyer under any bankruptcy or insolvency law, or if Buyer shall fail to make timely payment on this or any other order, or if, in the Company's judgment, Buyer's financial situation justifies such action, the Company may, at its election, require payment in advance or cancel the order as to any unshipped item and require payment of its reasonable cancellation charges. If Buyer delays completion of manufacture, the Company may elect to require payment according to percentage of completion. Equipment and tooling of Buyer held Company shall be at Buyer's sole risk and expense. In all cases, regardless of partial payment, title to the Products shall remain in the Company until payment for the Products (including any notes given therefor) has been made in full, and Buyer hereby authorizes Company to file a UCC-1 Financing Statement in the appropriate jurisdiction. Should legal action be necessary to enforce payment of an unpaid invoice, the Buyer will pay the Company all court costs and reasonable attorneys' fees incurred by the Company. All orders are subject to credit check and approval prior to shipment. The minimum order value is \$100 NET. In the event an order is below the minimum order value, a \$25.00 "minimum invoice service charge" will be applied to the order but at no event will the minimum order plus the minimum invoice service charge exceed \$100.00 NET before shipping, handling and Taxes. All service charges are non-refundable.

Return Goods Authorization: No materials shall be returned without a Return Goods Authorization (RGA) from the Company's Customer Service Department. Returns must reference the RGA number and be shipped by the Buyer freight prepaid or the shipment will not be accepted by the Company. Credit issued for the return will apply only to future shipments and will be subject to a 35% handling charge. Any cost associated with restoring products to saleable condition will be deducted from the credit and any outgoing freight charges paid by the Company. Non-stock and custom fabrications are non-returnable. RGA credit will not be issued for less than \$100.00 unless material is proven defective.

Delivery: Shipments are F.O.B. City of Industry, California, or other designated shipping point determined by the Company. Any shipment or delivery dates quoted by the Company are estimated. The Company shall be obligated to use reasonable efforts to meet such dates. The Company will in no event be liable for any delays in delivery or failure to give notice of delay, or for any other failure to perform hereunder due to Force Majeure (as defined below). The Company will be entitled to refuse to make, or to delay, any shipments of products if Buyer shall fail to pay when due any amount owed by it to the Company, whether under this or any other contract between the Company and Buyer. Shipments are normally sent prepay or charge. A surcharge of \$8.00 handling will be added to each small parcel package shipment.

Claims and Shortages: F.O.B. factory shipments are the full responsibility of the Buyer. Losses or damages must be reported to the carrier immediately. The Company will file freight claims on FFA orders if the Buyer complies with the following within (5) five days of receipt of shipment: inspect shipment immediately, have delivering carrier inspect shipment, file inspection report with carrier, and send a copy to the Company. No claim for failure to receive shipment or shortage will be honored unless the Company is notified immediately in writing within five working days following receipt of shipment.

Specifications: Approved submittals must be provided to the Company in writing before an order will be considered accepted. All products are subject to change without notice. Unless stated in the purchase order, products will be furnished per the design in effect at the time the order is filled. Field dimensions must be submitted to the Company in writing and are the full responsibility of the Buyer. Changes in specifications or cancellations must be submitted to the Company in writing for its review, and the Buyer will be subject to costs incurred by the Company due to the extent of the change or cancellation. Non-stock and custom fabrications are not subject to cancellation.

Force Majeure: The Company will not be liable for any failure or delay in performing an obligation that is due to any of the following event of "Force Majeure": acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web hosting, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, transportation issues, generalized lack of availability of raw materials or energy, other general supply chain issues, or any other event or circumstance beyond the Company's reasonable control.

Origin & Far Compliance: The Company reserves the right to furnish either foreign or domestic material unless otherwise specified by the Buyer at the time of quotation and noted on the subsequent purchase order. Requirements for product compliance and certification with the Buy American Act, Buy America Act, and any other Federal Acquisition Regulation shall be noted on the purchase order. Failure to document domestic and federal procurement requirements on the purchase order shall result in Buyer assuming all liability and replacement costs for products determined to be non-compliant.

Limited Warranty: Acorn Safety® warrants that all of its products are guaranteed against defective material or poor workmanship for a period of one year from date of shipment. Acorn Safety® liability under this warranty shall be discharged by replacing without charge F.O.B. City of Industry, California, any goods, or part thereof, which appear to the company upon inspection to be of defective material or not of first-class workmanship, provided that claim is made in writing to the company within reasonable period after receipt of the product. Where claims for defects are made, the defective part or parts shall be delivered to the company, prepaid, at City of Industry, California for inspection.

The Company is not liable for breach of warranty claims for products which have not been properly maintained. Where claims for defects are made, the defective part or parts shall be delivered to the Company, prepaid, at City of Industry, California, for inspection. The Company's sole obligation for breach of the forgoing limited warranty, and the Buyer's sole remedy for the Company's breach of the forgoing limited warranty, shall be the repair or replacement by the Company of the defective product or part. The Company will not be liable for the cost of repairs, alterations or replacement, or for any expense connected therewith made by the Buyer or its customers, except upon written authority from the Company. The Company will not be liable for any damages caused by defective materials or poor workmanship, except for replacements, as above provided.

BUYER AGREES THAT THE COMPANY HAS MADE NO OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED IN ADDITION TO THOSE STATED ABOVE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT THAT OF TITLE WITH RESPECT TO ANY OF THE PRODUCTS OR EQUIPMENT SOLD HEREUNDER AND THAT THE COMPANY SHALL NOT BE LIABLE FOR GENERAL, SPECIAL OR CONSEQUENTIAL DAMAGES CLAIMED TO ARISE IN CONNECTION WITH THE PURCHASE AND SALE OF PRODUCTS. With regard to fixtures coated with Enviro-Glaze®, all warranties are void unless such fixtures are maintained in accordance with notice attached to each fixture.

**TERMS, CONDITIONS & WARRANTY ARE SUBJECT TO CHANGE.
ALWAYS REFER TO ONLINE DOCUMENT AT: <https://www.acornsafety.com>**

Revised: 7/21/2025