
1.0 TERMS AND CONDITIONS OF SALE

CONTROLLING PROVISIONS: These terms and conditions shall control with respect to any purchase order or sale of United Joint Company products.

No alteration, modification or waiver of these terms and conditions whether on Customer's purchase order or otherwise shall be valid unless the alteration, modification or waiver is specifically accepted in writing by an authorized representative of United Joint Company. No waiver by United Joint Company of any breach of sale conditions by buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

Prices, Designs and Terms and Conditions of Sale are subject to change without notice. You are deemed to have assented to any changes when you place an order. The latest version can be found at United Joint Company's website, document 29.01-UJC at <http://www.ujcompany.com/PDF/29.01-UJC.PDF>.

TERMS OF PAYMENT: As stated on invoice. Maximum legal interest rate charged thereafter.

MINIMUM ORDER QUANTITY: JPY 10,000 net for any single order.

MINIMUM ORDER UNIT: Box (The box quantity varies. Please refer to the price list)

SHIPPING TERMS: FCA distribution warehouse. Orders are accepted subject to approval of United Joint Company, and contingent upon **acts of God, war, civil disturbance, strikes, labor difficulties, delays of carriers, inability to obtain materials, accidents or any other cause beyond our control.**

Extra forwarding charges will apply for any order less than JPY 30,000.

Air freight available for an additional charge.

United Joint Company will endeavor to ship by the scheduled delivery date, but reserves the right to ship within a reasonable period thereafter. **Under no circumstances shall United Joint Company be liable for damages of any kind, including but not limited to incidental or consequential damages for lost profits or lost sales or liquidated damages, directly or indirectly arising from delays or failure to meet shipping dates.**

Orders, when accepted, cannot be cancelled without our written consent. All returns are subject to our written consent. **Orders for non-standard material may not be cancelled nor will United Joint Company accept return of such material for credit. United Joint Company reserves the right to change the designation of products from standard to non-standard and vice versa. This may be done at any time without notice, and without incurring obligation. For further information contact United Joint Company.**

All material is carefully examined, counted and packed by experienced employees. We prove our count by weight. Claims for shortages are subject to that test. Our responsibility ceases when goods are delivered to carrier in good condition and receipt thereof is obtained. Carriers are responsible for goods lost, damaged or delayed in transit. For your own protection, have transportation company's agent verify damages, shortages or delays.

WEIGHTS: All weights are approximate shipping weights and subject to change without notice.

United Joint Company maintains a continual policy of product improvement and, therefore, reserves the right to change product specifications, designs and standard equipment without notice and without incurring obligation.

2.0 WARRANTY

We warrant all products to be free from defects in materials and workmanship under normal conditions of use and service. Our obligation under this warranty is limited to repairing or replacing at our option at our factory any product which shall within one year after delivery to original buyer be returned with transportation charges prepaid, and which our examination shall show to our satisfaction to have been defective.

THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES UNDER ARTICLE 560 TO 570 AND ARTICLE 634 TO 635 OF THE CIVIL CODE AND ARTICLE 526 OF THE COMMERCIAL CODE, AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE BUYER'S SOLE AND EXCLUSIVE REMEDY SHALL BE FOR THE REPAIR OR REPLACEMENT OF DEFECTIVE PRODUCTS AS PROVIDED HEREIN. THE BUYER AGREES THAT NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO HIM.

United Joint Company neither assumes nor authorizes any person to assume for it any other liability in connection with the sale of such products.

This warranty shall not apply to any product which has been subject to misuse, negligence or accident, which has been repaired or altered in any manner outside of United Joint Company's factory or which has been used in a manner contrary to United Joint Company's instructions or recommendations. United Joint Company shall not be responsible for design errors due to inaccurate or incomplete information supplied by Buyer or its representatives.

Items purchased by United Joint Company and resold will have the original equipment manufacturer's warranty extended to United Joint Company customers.

EFFECTIVE: 1 April 2017

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