



Xinzhong Bearing Industrial Inc.
www.xzballbearing.com

Terms & Conditions of Sales

As used here in, "Seller" means Xinzhong Bearing and its brands, "Buyer" means any person ordering goods from Seller after September 2012, and "person" means any individual, corporation, company, or other entity.

When ordering, specify part numbers, quantities, desired delivery date and shipping method. For larger production quantities, Seller will provide written quote of price and delivery on request. The seller will provide current price/stock status on any catalog item by telephone or email request. Please send sketches or prints.

Minimum Order:

A minimum order is \$30.00 before shipping charges. There is an additional charge of \$10.00 for orders below the minimum.

Prices:

Prices shall be as in effect at time of purchase order or as agreed to in writing by Seller. Prices listed in its catalog or elsewhere are subject to change without notice. Please contact Seller to confirm price. Prices do not include freight, duties, special handling, certification, insurance or taxes, which are all Buyers' responsibility.

Credit:

A bank and 3 trade references are required for new accounts. Until the account is approved, Seller may require cash in advance, payment by approved credit card.

Terms:

For open accounts, the term is Net 30 days, FOB our plant. Open accounts are invoiced for goods/freight when shipped. Seller accepts VISA, MasterCard, and American Express. Buyers paying by credit card are charged for goods/freight when shipped, subject to credit card approval.

Shipment; Risk of Loss:

Seller will ship goods as directed by Buyer or determined by Seller, usually UPS, DHL, FedEx, in any case at Buyer's cost. The seller will endeavor to meet promised delivery dates. The buyer shall bear all risk of loss and damage after goods are delivered to the carrier, including any loss or damage in transit.

Returns; Exchanges; Shortages:

The buyer must get return authorization in writing. Seller must approve returns and exchanges in writing. Returns must be requested within 15 days after receipt of goods. Returned goods will be inspected and a restocking charge may apply. No credit will be allowed on custom-made, used, or modified parts or parts purchased on a quantity basis. Shortages must be reported within 10 days after receipt; and if so reported, Seller will make up shortages at its cost.

Technical and Product Information:

The seller disclaims responsibility for errors or omissions in any technical or product information contained in its catalogs or other sales materials. Buyer is solely responsible for determining if goods are suitable for purposes intended by Buyer and its customers and future users.

Order Cancellation:



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If it becomes necessary to cancel or revise an order prior to the order being shipped, Xinzhong Bearing reserves the right to evaluate each order that is to be canceled or revised and determine if any charges are applicable. At the minimum, a 20% restocking charge will apply if an order is assembled and ready to ship prior to its cancellation or revision and the order is totally comprised of standard stock items. If the order contains other than stock items, an evaluation will be made based on the status of the order produced at Xinzhong Bearing or its suppliers.

Limited Warranty:

Seller warrants that all goods it sells will be free from material defects in manufacturing and workmanship by Seller: PROVIDE THIS LIMITED WARRANTY SHALL EXPIRE ONE YEAR AFTER SHIPMENT FOB OUR PLANT (the "warranty Period") AND SHALL NOT APPLY:

1. Unless Seller receives written notice of the breach of warranty within days after discovery of the defect or non-conformance and in any event within the one year warranty Period;
2. To any goods which have been:
 - Repaired, altered or improperly installed;
 - Subject to improper storage;
 - Damaged during or after transit;
 - Used or incorporated with or into any other product, machine or equipment after Buyer or anyone using the goods has, or reasonably should have, knowledge of the defect or non-conformance;
 - Manufactured, fabricated to assembled by anyone other than Seller.

ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, ARE DISCLAIMED.

Buyer's Remedies:

At Seller's option, if it breaches the warranty set forth above, it may either:

1. repair or replace defective or non-conforming goods, or parts or;
2. repay the price it received for goods, whichever it elects.

As a condition precedent to either remedy, Buyer shall have paid the price of the goods and made them available for inspection at Buyer's place or business or returned them at Seller's request and cost and by the carrier it designates. THE BUYER SHALL HAVE NO OTHER REMEDY AGAINST THE SELLER, AND ALL OTHER REMEDIES ARE WAIVED, INCLUDING ANY RIGHT TO RECOVER CONSEQUENTIAL OR INCIDENTAL DAMAGE. The limited warranty set forth above and these remedies shall extend only to the buyer and not to any subsequent buyer or user of the goods. In no event shall Seller's liability for breach exceed the price paid for by the goods by Buyer.

Governing Law; Exclusive Jurisdiction:

This contract shall be governed by the substantive laws of California, without regard to choice of law principles. The State and Federal courts in Orange County, California, shall have the exclusive jurisdiction and venue to adjudicate rights and duties under this contract.

Period of Limitations:

An action for breach of this contract, including breach of the limited warranty set forth above, or any other action relating to goods shipped by Seller or ordered by Buyer, must be commenced within one year after the cause of action accrued.



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Miscellaneous:

All orders placed with Seller after September 2012 constitute acceptance of these Terms and Conditions. All conflicting, inconsistent, and additional terms and conditions are rejected unless contained in writing and signed by an officer of Seller. Buyer may not assign any rights or remedies under the contract without Seller's prior written consent. If any part or provision of these Terms and Conditions is held to be invalid or unenforceable, such part or provision shall be deemed omitted, and that shall not affect the validity or enforceability of any other part or provision hereof.