



## **General Terms and Conditions:**

1. Unless otherwise requested all items being shipped from QPI are FOB Fredericksburg, Virginia.
2. Delivery: Delivery times vary from product to product. The applied delivery time will be listed in the Specific Terms and Conditions box on all official QPI quotes.
3. Government Inspection & Acceptance location: Origin – Government Contracts and Destination – Commercial Contracts.
4. Quality Control: QPI will provide a signed Certificate of Conformance (COC) for each product ordered indicating that the item was manufactured, tested and certified to meet the specific specifications detailed in the particular Customer contract. QPI's quality control is certified to meet FAR 52.246-2 (Fixed Price Supplies).
5. Payment Terms: Net 30
6. All prices quoted in US Dollars unless otherwise stated.
7. Warranty: In general the standard factory warranty period for QPI's products is 18 months after shipment. The specific warranty period varies by product line as is stated in the Specific Terms and Conditions box on the official QPI quote. The specific Manufacturer Factory Warranty terms for a specific product is available upon request. Expressed Warranty: Seller warrants at the time of delivery to Buyer that the supplies or services covered by this purchase order will conform to the design, specifications, drawings, samples or other descriptions referred to in this purchase order; will be free from defects in material and workmanship; will be free from all liens and encumbrances; and, to the extent that Seller knows or has reason to know of the purpose for which the supplies or services are intended, will be fit and sufficient for such purpose. All warranties will survive acceptance of, and payment for, the relevant supplies and services. The warranties contained in this paragraph shall pass to Buyer and its customers.
8. Duty Free Entry (DFE): Items manufactured overseas and imported into the USA by QPI under a Customer contract may be assessed Duty/Customs charges by the Department of Homeland Security (DHS). If Customer's Prime Contract is with the Department of Defense (DOD), the Customer will need to obtain a Duty Free Entry Certificate in order not to be charged Duty by DHS for the import. In addition for DOD prime contracts, the Customer needs to provide QPI with their prime contract number. If a DFE Certificate is unable to be obtained for whatever reason by the Customer and QPI (as the consignee) is charged Duty/Customs fees by the Shipper, all Duty/Customs charges will be invoiced to QPI's Customer. To assist the Customer with obtaining a DFE certificate, detailed below is some guidance:

### **Important Information about Duty Free Entry**

- a. It is the sole responsibility of the Customer to request duty free entry for international shipments.
- b. A duty free entitlement must be submitted to DCMA via their etools application on their website (<http://www.dcmsa.mil/>). In order to access etools, you must have a username and password.
- c. When submitting a duty free entitlement request insert **112** in the space for the custom house broker number. This is the code for FedEx Trade Network. *Without this code, the*

*shipper (e.g., FedEx) is not able to obtain the entitlement from DCMA so it is imperative that this is on your request.*

- d. Once the entitlement is accepted, you will receive a confirmation email from DCMA. If the entitlement is denied for any reason please advise QPI asap.
  - e. If a duty free entry certificate is not on file for any reason, it is the responsibility of the Customer to pay all duties and taxes assessed for this shipment. DHS Customs has started to change the classification on these shipments, charging the maximum amount of duty possible. Thus the reason for this protocol.
  - f. If you have any questions concerning duty free entry, please talk to your DCMA Administrative Contracting Officer or contact Kate Baggett at QPI (540-548-4050 ext.15).
9. **Marking & Packaging:** Unless otherwise specified in the Customer contract, the product is marked and packaged to meet ASTM Designation D3951-10 – Standard Practice for Commercial Packaging. If Customer contract specifies military marking and packaging (e.g., Mil-Std-129, Mil-Std-130, Mil-Std-2073), QPI will add this additional cost to the selling price and invoice the customer.
10. **Defense Priorities and Allocations System (DPAS):** QPI will adhere to Customer's DPAS rating for relevant DOD prime Contracts.