



**NEW SOURCE**  
CORPORATION

## Certifications

AS9100D, AS9120B,  
ISO 9001:2015, equivalent to: EN 9120:2018

Corporate Office: 7500 TPC Blvd, Ste 1, Orlando, FL 32822



[www.newsourcencorp.com](http://www.newsourcencorp.com)



### NEW SOURCE CORPORATION

### Terms and Conditions of Sale

Form 30.2 Rev E 1-1-2025

1. The Sales Order and these Terms and Conditions shall constitute the entire agreement (the "Agreement") between Buyer and NEW SOURCE CORPORATION, a Florida corporation, ("Seller") as to the sale of Goods, and shall supersede all prior oral or written agreements and can be modified or canceled only by a signed written agreement. In case of any inconsistency between these Terms and the Sales Order, the Sales Order shall control. Buyer expressly waives all provisions contained in any of Buyer's correspondence or forms which negate, limit, extend or conflict with the Agreement.
2. As used herein, "Sales Order" means an electric or written document from Seller that responds to Buyer's request for Goods, and contains all pertinent information to process Buyer's request. Any changes made to a Sales Order solely by Buyer relieves Seller from the obligation to supply the Goods unless Seller approves such changes in writing. As used herein, "Goods" refers to the items purchased by Buyer in the Sales Order.
3. Buyer specifically understands and agrees that orders containing customized Goods or Goods which are imported specifically for Buyer, or Goods that are not standardized in Seller's inventory, cannot be canceled for any reason.
4. Buyer shall purchase the Goods from Seller at the prices and in accordance with the terms stated in the Sales Order. Unless otherwise stated in the Sales Order, prices specified in the Sales Order do not include sales or other taxes. Buyer will be responsible for all sales, use, delivery, port, excise and other taxes, duties, or charges presently or hereafter payable in respect to this transaction, or if paid by Seller for the account of Buyer, Buyer agrees to reimburse Seller on demand.
5. All delivery times for the Goods sold in the Sales Order are estimates only and are not guaranteed by Seller. All stock material is subject to prior sale. Seller will exercise commercially reasonable efforts to meet shipment dates. Seller shall not be responsible for any delay not caused by its gross negligence or willful misconduct.
6. Each Sales Order should state payment terms. Should payment terms be omitted from a Sales Order, payment terms are net cash within 30 days from the date of the invoice. Seller shall have the continuing right to approve Buyer's credit, and may at any time demand advance payment, satisfactory security or a guarantee of prompt payment. Should Buyer fail to make timely payment, Seller reserves the right to place a credit hold on Buyer. Buyer's obligation to pay Seller shall be binding on Buyer's successors and assigns.
7. Interest at the rate of 1.5 percent per month, simple interest, will be charged on delinquent accounts. A \$100.00 service fee shall be imposed on a returned check. Buyer agrees to pay Seller's costs of collection of overdue invoices, including pre-suit attorneys' fees, and attorneys' fees during litigation and throughout all appeals. Attorneys' fees shall include paralegal fees, where applicable.
8. If Seller directs Buyer to remit payment to a bank or other depository, Buyer agrees that such payment shall not necessarily constitute payment in full or a final settlement of Buyer's account notwithstanding any language to the contrary on Buyer's check, draft, or other order.
9. Buyer shall not deduct or setoff from the invoice any debt or claim Buyer may have against Seller for any reason.
10. All sales are FOB origin. Seller warrants the condition of Goods prior to delivery to the carrier. Goods damaged in transit are the responsibility of the carrier, and shall not be grounds for Buyer to reject the Goods, nor shall it impair Seller's right to payment for the Goods. Upon delivery, Buyer shall immediately perform an inspection of the Goods. All product claims must be made within 15 calendar days of signed receipt of materials, and are subject to verification by Seller. Buyer will be deemed to have accepted the Goods unless it provides specific notice of the nature of the nonconformity to Seller in writing during this 15-day period.
11. Custom orders are noncancellable. Orders for stock items may be cancelled without penalty until packaging of the order has occurred. Orders cancelled after packaging but prior to shipment are subject to a restocking fee to be determined by Seller in its sole discretion. Orders delivered to the carrier cannot be cancelled. Seller may, at its sole discretion, allow Buyer to return the Goods on such terms as it may determine.
12. Seller warrants that the Goods shall reasonably conform to specifications in the Sales Order. THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATION ON THE PART OF THE SELLER. SELLER'S SOLE LIABILITY AND BUYER'S EXCLUSIVE REMEDY IS EXPRESSLY LIMITED TO REPLACEMENT OF DEFECTIVE ITEMS. SUPPLIER SHALL IN NO EVENT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER ON THEORIES OF NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, MISREPRESENTATION OR ANY OTHER LEGAL THEORY. Nothing herein shall operate as a waiver of any manufacturer's warranty, or limit Buyer's right to pursue claims against the manufacturer.

 DOD-NASA QSLD  
 WOMAN OWNED, SMALL BUSINESS

 CORP FL CAGE:0YXT0, SAM.GOV ENTITY#UADBNNZZHLGG1  
 CA CAGE:3E7F7, SAM.GOV ENTITY#CK66FA2FZRG3



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13. Buyer shall be liable for Seller's damages caused by Buyer's default hereunder. Seller will have all rights and remedies of a secured party under the Florida enactment of the Uniform Commercial Code, or if the Goods are located outside the United States, then the equivalent thereof. The security interests granted to Seller will automatically terminate upon payment in full of the purchase price for the Goods and Buyer will be entitled to file a UCC-3 termination statement where appropriate.
14. If any amount is overdue or Buyer otherwise breaches its duties to Seller, or if Buyer's financial responsibility becomes impaired, or Buyer refuses to give any payment, security, or guarantee demanded, Seller may terminate any Sales Order and/or refuse to deliver undelivered Goods and Buyer shall immediately become liable to Seller for the unpaid price of all Goods delivered and for other amounts due hereunder.
15. In the event of a breach of warranty by Seller, Seller at its option shall either (a) replace or repair the Goods, (b) refund the purchase price upon return of the Goods, or (c) grant a reasonable allowance on account of such breach. Buyer shall not return any Goods until Seller has had reasonable opportunity to investigate the claim and then only upon receipt of Seller's written shipping instructions. THIS SHALL BE BUYER'S EXCLUSIVE REMEDY. Buyer waives all claims arising from breach of warranty or any other breach of any agreement with Seller unless Seller receives written notice of breach within 15 days after delivery of the Goods.
16. Neither Seller nor Buyer shall be liable for any special, incidental, consequential, contingent, negligent or punitive damages resulting from breach of warranty, or any other default hereunder. Neither Buyer nor Seller shall be liable for damages resulting from delay or failure of performance arising from any cause not reasonably within such party's control including, but not limited to, the following: Acts of God, fire, earthquake, hurricane or other windstorm, labor disputes, embargoes, trade wars, unavailability or shortage of power, labor, transportation, raw materials, or usual means of supply, shortage or curtailment of energy sources, wars; rebellions, civil disorders; regulations or acts of government, government agencies or instrumentality's, pandemic, or other health emergency, cyber attacks, or any other cause similar to the foregoing. The party affected by the force majeure shall give prompt notice thereof to the other.
17. In the event of force majeure, the time for performance under any Sales Order (except Buyer's obligation to pay to Seller money due) shall be extended for any period reasonably necessary due to such occurrence, provided, however, that Seller may terminate the Sales Order at any time during such extension period. Seller shall have the right to allocate its available Goods among its customers in such manner as Seller may deem fit. Seller shall have no obligation to purchase substitute goods or transportation in order to complete delivery to Buyer; and if Seller contemplated a specific source of supply, manufacture or transportation, Seller shall not have any obligation to deliver goods to Buyer from or by any other source.
18. Seller retains full legal title to and ownership of the Goods sold until full payment has been received. Default on payment grants Seller the right to take full possession of the Goods, without prior notice to the Buyer, permission or legal processing.
19. Orders requiring storage services are limited to 3 months from the date an invoice is issued, unless agreed upon by both parties in writing. If storage of Goods exceeds 3 months, Seller reserves the right to charge Buyer storage fees.
20. Buyer shall defend and hold Seller harmless from all claims arising out of the sale of Goods, including, but not limited to claims that sale of the Goods constituted patent infringement, that the Goods were defectively manufactured, or claims for any other reason not caused by the gross negligence or willful misconduct of Seller.
21. Neither party shall be deemed to have waived any of its rights, powers, or remedies, under this Agreement, or at law or in equity, unless such waiver is in writing and is executed by it. No delay or omission by either party in exercising any right, power, or remedy, shall operate as a waiver thereof or of any other right, power, or remedy. No waiver by either party of any default shall operate as a waiver of any other default, or of the same default on another occasion.
22. The Agreement shall be governed by and construed in accordance with the laws of the State of Florida in all respects. Venue for all litigation shall be in Orange County, Florida. BOTH BUYER AND SELLER EXPRESSLY WAIVE THEIR RIGHT TO TRIAL BY JURY.
23. In the event that, for any reason, any provision in the Sales Order or these terms is held to be void, unenforceable or otherwise invalid, all the other provisions, and the remainder of any provision where the effect of some part of it is held to be void, unenforceable or otherwise invalid, shall remain in full effect.
24. Any notice required herein must be sent by email to the company email address principally used in communicating about the Sales Order.
25. Seller's rights and remedies shall be cumulative, and no provision in the Agreement shall be construed so as to limit Seller's other rights and remedies hereunder.

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✚ WOMAN OWNED, SMALL BUSINESS

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✚ CA CAGE:3E7F7, SAM.GOV ENTITY#CK66FA2FZRG3