

ICS Terms & Conditions

These Terms & Conditions (“Terms”) apply to all quotations, purchase orders, and sales agreements entered into with Integrated Circuit Solutions USA (ICS) (“ICS,” “Seller,” “we,” or “us”) and the Customer (“Customer,” “Buyer,” or “you”). By issuing a purchase order or otherwise authorizing work, Customer agrees to these Terms unless otherwise agreed in writing by ICS.

1. Pricing & Purchase Orders

All pricing is based on the scope defined in the applicable ICS quotation and associated documentation. Customer-issued purchase orders (“POs”) must reference the applicable quotation number and scope of supply.

ICS reserves the right to reject purchase orders that conflict with the quotation or these Terms. All price increases due to market volatility, tariffs, or other mechanisms will be passed on to Customer at time of occurrence by ICS.

2. Invoice Terms

Payment terms are Net 30 from the date of invoice. Purchase orders exceeding \$50,000.00 may be subject to progress billing requirements, as specified in the applicable quotation or sales agreement. ICS reserves the right to assess late payment fees where permitted by law.

2.1 Effect of Change Orders

The Buyer or Seller may request modifications to a Purchase Order, including changes to the scope of Work, Specifications, Deliverables (including Goods, Software, or Services), timelines, or pricing. Upon receipt of a change request, both Parties will negotiate in good faith an equitable adjustment to the Purchase Order, including any corresponding change in fees, project milestones, or delivery schedule, as applicable.

No requested change will be binding unless and until it is documented in a written change order referencing the applicable Purchase Order and executed by authorized representatives of both Parties (“Change Order”). Unless otherwise agreed in writing, pricing for approved changes will be based on Seller’s then-current rates.

2.2 Effect of Change Orders

Any addition, deletion, or modification to the Work, any amendment to a Purchase Order, or any adjustment arising from a change in applicable law after the effective date of the Purchase Order will be effective only if set forth in a duly executed Change Order signed by both Parties.

A Change Order modifies only the applicable Purchase Order and does not amend or waive any provision of this Agreement unless the Change Order expressly states that it amends the Agreement and is executed by both Parties for that purpose.

3. Schedule Impacts Due to Delays

Delays in Customer approvals, responses, or payments may impact the project schedule, manufacturing timeline, and shipment date. ICS is not responsible for schedule impacts caused by Customer delays.

4. Non-Cancellable / Non-Returnable Products

Any Engineered-to-Order (ETO) or Made-to-Order (MTO) products are non-cancellable and non-returnable, unless otherwise agreed in writing by ICS.

5. Title Transfer & Risk of Loss

Title and risk of loss shall transfer upon shipment from the ICS facility unless otherwise agreed in writing.

All shipments are FOB Shipping Point unless explicitly stated otherwise in writing.

6. Suspension of Work / Shipment Hold

ICS reserves the right to suspend work, delay shipment, or withhold delivery in the event of non-payment, missed milestone payments, or failure to comply with payment terms.

7. Cancellation Policy

7.1 General

Once a purchase order is accepted by ICS, the order is considered firm and binding. Due to the engineered nature of ICS products and the significant resources committed after order acceptance (including engineering, material procurement, and scheduling), cancellation is permitted only as set forth below.

7.2 Cancellation Requests

A written cancellation request must be submitted by Customer to ICS.

ICS must acknowledge and accept the cancellation in writing before it is effective.

7.3 Cancellation Charges

If Customer cancels a confirmed order prior to shipment, Customer agrees to pay ICS the following cancellation charges:

7.3.1 Prior to Engineering Completion

Cancellation Fee: 10% of Total Contract Value

Covers incurred administrative and planning costs prior to dedicated engineering work.

7.3.2 After Engineering Work Has Begun

Cancellation Fee: 20% of Total Contract Value

Covers engineering effort, design releases, and resource allocation initiated.

7.3.3 After Approval Drawings Issued

Cancellation Fee: 30% of Total Contract Value

Reflects substantial engineering and design work completed and the Customer review cycle.

7.3.4 After Release to Manufacturing (RTM)

Cancellation Fee: 50% of Total Contract Value

Covers engineering, manufacturing scheduling, and long-lead procurement.

7.3.5 After Production Start or Material Committed

Cancellation Fee: 100% of Total Contract Value

When production has begun or critical materials have been purchased that cannot be returned, full contract value is due.

7.4 Material, Tooling, and Purchased Components

In addition to cancellation fees above, Customer shall reimburse ICS for all costs incurred for:

Purchased components, parts, and materials that cannot be returned or restocked.

Non-standard tooling, custom fixtures, or manufactured parts specific to the Customer's order.

Documentation of these costs will be provided to the Customer upon request.

7.5 Credits and Refunds

Any refund due after payment of cancellation charges will be issued within 30 days of cancellation acceptance.

Refunds will be net of all cancellation fees, material costs, and any third-party charges incurred.

7.6 No Back Charges

Customer shall not make any back charges, withholdings, or set-offs against outstanding payments or cancellation charges without

written agreement from ICS.

7.7 Governing Terms

Cancellation rights and charges are cumulative and in addition to all other rights and remedies available to ICS, including suspension of work and collection actions. All cancellations are subject to applicable law.

8. Product Warranty

I. ICS Industrial and Commercial Builds

ICS warrants all builds to be free from defects in material and workmanship under normal care and proper usage in an NEC-compliant installation for one (1) year from the date of installation.

If the unit fails in part or in whole within the warranty period due to a defect in material or workmanship, ICS will replace the defective part(s) free of charge, subject to the procedures and limitations described below and return of the product.

II. ICS Replacement Electrical Parts and Devices

ICS warrants its replacement electrical parts and devices to be free from defects in material and workmanship under normal care and proper usage in an NEC-compliant installation for one (1) year from the date of installation, when properly installed.

If the product fails within the warranty period due to a defect in material or workmanship, ICS will, at its option, repair or replace the defective part(s) upon compliance with the procedures described below and return of the product to the place of purchase.

III. Additional Warranty Terms & Limitations

The following notice requirements and limitations apply:

ICS must receive prompt written notice of any defect or failure.

Products returned under warranty must be shipped freight prepaid. ICS will deliver repaired or replaced products freight prepaid.

Repaired or replaced products are warranted for the unexpired portion of the original warranty period.

Warranty does not apply to products that have been damaged, altered, improperly repaired, or operated outside requirements for safe operation and maintenance.

This warranty does not include labor costs or reimbursement for labor.

All ICS circuit breaker or load-breaking device warranties are void if used with any panelboard, UL Classified panelboard, or load center of another brand or incorrect series not explicitly described in the original manufacturer's installation manual.

Disclaimer of Warranties

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY SET FORTH HEREIN.

ICS'S OBLIGATIONS AND LIABILITIES ARE IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL ICS BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES.

Consumer Limitation Notice (U.S.)

For products purchased by U.S. consumers for personal use, implied warranties (including merchantability and fitness for a particular purpose) are limited to the duration of the applicable warranty period.

Some states do not allow limitations on implied warranty duration or exclusion of incidental or consequential damages, so certain limitations above may not apply. This warranty provides specific legal rights, and additional rights may vary by state.

Warranty Contact Information

Integrated Circuit Solutions USA (ICS)
310 Beltway Green Blvd., Suite 400
Pasadena, TX 77503
Phone: (346) 230-7191
Hours: Monday–Friday, 8:00 AM – 5:00 PM CST

9. Limitation of Liability

ICS shall not be liable for indirect, incidental, special, punitive, or consequential damages, including but not limited to loss of profit, loss of production, or business interruption.

ICS's total liability under any purchase order or agreement shall not exceed the total contract value paid to ICS for the applicable equipment or services.

10. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of Texas, unless otherwise agreed in writing.

11. Acceptance of Terms

Customer acceptance of an ICS quotation, issuance of a purchase order, or authorization to proceed constitutes acceptance of these Terms & Conditions unless superseded by a signed written agreement executed by both parties.