

Delivery Schedule, Billing, and Storage

■ Delivery Schedule Terms and Conditions

The delivery date(s) shown on this Sales Confirmation are based upon the delivery schedule requested by Customer and acknowledged by **NEXGEN**. **NEXGEN** reserves inventory, manufacturing capacity, import logistics, and warehouse space in reliance upon these scheduled delivery dates.

NEXGEN will make delivery on the acknowledged delivery date, or the first date thereafter when product is available for delivery. If Customer is unable or unwilling to accept delivery on the scheduled date for reasons other than **NEXGEN**'s failure to perform, Customer may request that **NEXGEN** temporarily store the material.

In such event, **NEXGEN** will store the material at no charge for up to sixty (60) calendar days from the scheduled delivery date. Material held at Customer's request shall be invoiced on the scheduled delivery date, and payment shall become due in accordance with **NEXGEN**'s standard payment terms, regardless of the actual shipment date. Title will transfer to the Customer when the material is invoiced.

Upon invoicing, risk of loss for the material will transfer to the customer and the customer will be responsible for maintaining appropriate insurance coverage. The seller may maintain insurance covering the material while it remains in the seller's physical possession, but such coverage shall not alter the parties' agreed allocation of risk.

If Customer requests storage beyond sixty (60) days, **NEXGEN** may, at its option:

- assess reasonable storage charges;
- require immediate shipment;
- cancel and provide refund for any remaining undelivered portion of the order; or
- exercise any other remedies available under the applicable sales agreement or law.

Customer shall promptly notify **NEXGEN** of any anticipated change to the scheduled delivery date. **NEXGEN** will use commercially reasonable efforts to accommodate requested changes prior to shipment, but once the scheduled delivery date has been acknowledged and inventory has been committed, any postponement shall be governed by this Delivery Schedule, Billing, and Storage Policy.