



Sales Terms & Conditions

A. ACCEPTANCE/AGREEMENT

Any acceptance of this sales acknowledgment form is limited to acceptance of the express terms on the face and back hereof. Any proposal for additional or different terms, or any attempt by the buyer to vary in any degree any of the terms of this offer in buyer's acceptance is hereby objected to and rejected, but such proposals shall not operate as a rejection of this offer unless such variances are in the terms of the description, quantity, price or delivery schedule of the goods, but shall be deemed a material alteration thereof, and this offer shall be deemed accepted by the buyer without said additional or different terms. If this sales acknowledgment form shall be deemed an acceptance of a prior offer by the buyer, such acceptance is limited to the express terms contained on the face and the back hereof. Additional or different terms or any attempt by the buyer to vary, in any degree, any of the terms of this sales acknowledgment form shall not operate as a rejection of the buyers offer unless it contains variances in the terms of the description, quantity, price or delivery schedule of the goods.

B. WARRANTY AND WARRANTY RESTRICTIONS

Seller warrants that its products sold hereunder will, at the time of shipment, be free and clear of all liens and encumbrances and will be free from defects in material and workmanship and will conform to seller's applicable specifications or, if appropriate, to buyer's specifications accepted by seller in writing. THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESSED OR IMPLIED BY OPERATIONS OF LAW OR OTHERWISE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR PURPOSE. No representation or warranty, express or implied, made by any sales representative or other agent or representative of the seller which is not specifically set forth herein shall be binding upon the seller. Seller shall not be liable for any incidental or consequential damages, losses or expenses directly or indirectly arising from the sale, handling or use of the goods or from any cause relating thereto and seller's liability hereunder, in any case, is expressly limited to the repair or replacement (at seller's option) of goods not complying with this agreement or, at seller's election, to the repayment or crediting of buyer with an amount equal to the purchase price of such goods whether such claims are for breach of warranty or negligence. This warranty extends only to direct customers of the seller and does not include customers of the buyer.

C. CLAIMS/NOTICE OF DEFECTS

In the event the material to be furnished hereunder is claimed to be defective, the seller shall be given ample opportunity for inspection or, upon request, shall be furnished with a sample of each material. The seller shall be liable only to replace defective products or to allow credit for such products at his option and shall not be liable for any transportation or installation charge, fabricating or other expense or for any loss or damages of any kind, whether arising from delay, breach of warranty, or any other cause whatsoever. All materials shall be furnished subject to the seller's standard manufacturing and commercial variations and practice. Any claim must be made within 30 DAYS after receipt of the materials shipped hereunder. Buyer shall set aside, protect and hold such goods without further processing until seller has an opportunity to inspect and advise of the disposition, if any, to be made of such goods. In no event shall any goods be returned, reworked, or scrapped by the buyer without the express written authorization of the seller. Seller shall not, however, issue credit on any goods which have been altered or defaced in any way or upon which any additional operation has been performed. Deductions from seller's invoices may not occur without buyer's receipt of seller's credit memo.

D. FORCE MAJEURE CLAUSE

Fulfillment of this order is contingent upon the availability of materials. Seller shall not be liable for any delay in delivery or for nondelivery in whole or in part caused by the occurrence of any contingency beyond the control of either the seller or suppliers to the seller including but not limited to war, sabotage, acts of civil disobedience, failure or delay in transportation, act of any government or agency or subdivision thereof, judicial action, labor dispute, fire, accident, explosion, epidemic, quarantine, restrictions, storm, flood, earthquake, or acts of God, shortage of labor, fuel, raw material or machinery or technical failure where seller has exercised ordinary care in the prevention thereof. If any contingency occurs, seller may allocate production and deliveries among seller's customers.

If the seller, in its sole discretion, determines that seller's performance hereunder would result in a loss to the seller on this sale, as computed under seller's normal accounting procedures, because of causes beyond seller's control, then the seller may terminate this agreement in whole or in part without liability for any delay in the delivery of or failure to deliver the goods and sold hereunder.

E. CONFIDENTIAL INFORMATION

All information received by the seller from the buyer shall be deemed not to be confidential and not to involve any trade secrets unless such information is clearly identified as confidential/trade secret information by the buyer and an authorized employee of the seller has specifically signed a confidentiality agreement relating to such information. Manufacturing representatives of the seller are not authorized to accept any information from the buyer in confidence.

F. CREDIT

All invoices paid after the due date will be assessed the late payment service charge of 18% per annum or the maximum allowed by applicable law, whichever is lower. If, in the seller's judgment, the financial condition of the purchaser at the time merchandise is ready for shipment does not justify the terms specified, the seller reserves the right to change these terms or to require full or partial payment in advance. Seller may, at any time, suspend performance of any order or require payment in cash, security or other adequate assurance satisfactory to the seller when, in seller's opinion, the financial condition of buyer or other grounds for insecurity warrant such action. All sales are subject to the approval of seller's credit department. Buyer will be invoiced for unauthorized discounts not in accordance with quoted terms.

G. PRICES

If there is a delay in the completion of shipment of this order due to any change requested by the purchaser or as a result of any delay on purchaser's part in furnishing information required for completion of the order, the price agreed upon at the time of acceptance of the order is subject to change. Prices quoted with quantity breaks are based on seller completely shipping the parts in these quantities within 30 days. PRICES ARE SUBJECT TO CHANGE AS RESIN AND COMPONENT SUPPLIERS CHANGE THEIR PRICES, AND WILL BE PASSED ON TO THE BUYER 30 DAYS AFTER THEY ARE EFFECTIVE TO THE SELLER.

The acknowledged selling price is based on the latest drawing revision on file with the seller. The cost effect of drawing revisions after the acknowledged date will be evaluated and the selling price will be adjusted accordingly.

Buyer will be responsible for minimum order quantities on special orders.

H. RISK OF LOSS

Delivery shall occur and risk of loss shall pass to the buyer upon delivery of the material to the carrier at the point of shipment. Transportation shall be at buyer's sole risk and expense, and any claim for loss, damage in transit shall be against the carrier only.

I. DELIVERY

The promised delivery date is the best estimate possible based upon current and anticipated manufacturing capabilities of when the product will be shipped. Seller assumes no liability for loss, damage or consequential damages due to delays.

Delivery of ten per cent more or less than the quantity specified by buyer shall constitute fulfillment of the order, and any excess, not exceeding ten per cent shall be taken and paid for by the purchaser. Buyer will assume responsibility for all premium costs including freight for parts received inside normal lead time. Parts that are scheduled are firm for a rolling 45 days and cannot be canceled within 45 days of the required date. Buyer is liable for the raw material portion of parts scheduled for a rolling 60 days unless otherwise noted.

J. TOOLING, FIXTURES, AND OTHER BUYER-OWNED PROPERTY

Tooling is the purchaser's property. Nonpayment of tooling invoices or any unpaid balance for invoiced merchandise shall constitute a lien on any of purchaser's molds, tools, or merchandise held by seller. Any tools and/or equipment charged by the seller to the purchaser shall be used solely for the production of molded parts for such purchaser. Seller reserves the right to charge buyer an additional charge of 25% beyond the price of the mold in the event that tooling is removed from the seller. Buyer shall bear all risks and assume and indemnify seller against all property liabilities with respect to tooling and other buyer-furnished property. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES DIRECTLY OR INDIRECTLY ARISING FROM THE DELAY IN DELIVERY OR NON-DELIVERY OF TOOLING, FIXTURES, AND OTHER BUYER-OWNED PROPERTY.

Seller agrees to maintain all molds and tools in condition to furnish molded pieces to original specifications, except that our liability in this regard shall not extend for more than one year after the completion of the most recent production order. Tool price includes routine tool maintenance. Replacement of cavity and core and major reconditioning of mold will be buyer's responsibility. We reserve the right to scrap molds that have had no requirements for 3 (three) consecutive years.

K. DIMENSION TOLERANCE

Unless otherwise specifically agreed in writing, the following commercial tolerances in the fixed mold dimensions of any molded parts furnished by seller shall be permitted and accepted by the buyer as in conformance to the buyer's specifications:

Nominal Dimensions (in inches)	Tolerances above and below nominal dimension
0.500 or less	0.005
0.500 to 2.00	0.007
2.000 or over	0.035 per inch

In addition a "build up" tolerance of plus and minus .005 inches will be required on dimensions dependent on the closing of the mold. A taper of at least 1/2 degree on each side of the molded piece shall be permissible. Above tolerances do not apply to prototype molds.

L. PATENTS

Purchaser agrees to indemnify and hold seller harmless against any loss, cost, liability or expense resulting from infringement or claimed infringement of patents or trade marks.

M. GENERAL PROVISIONS

Any cause of action arising from this agreement, or breach of it, must be commenced within one year after the cause of action occurs. Seller has the right to correct any stenographical or clerical errors in any of the writings issued by it. The terms and conditions of sales and any description on the face of the seller's order acknowledgment form constitute a complete and exclusive statement of the terms and conditions of the sales of the goods by seller to buyer. There are no other promises, conditions, understandings, representations or warranties. This agreement may be modified only in a writing signed by the seller. No waiver of any right will be effective against seller unless supported by consideration and expressly stated in the writing signed by the seller. The failure of seller to enforce any right will not be construed as a waiver of seller's right to performance in the future. Buyer may not assign any rights to, or delegate any performance owed under, the agreement without the written consent of seller. Seller shall have the right to credit toward the payment of any moneys that may become due seller hereunder and any sums which may now or hereafter be owed to buyer by seller.

Seller will endeavor to the best of seller's ability to give the buyer satisfaction both as regards to service and quality. Seller is willing to co-operate in development, but will not be held accountable for the artistic, functional, or practical advantages or disadvantages in the design or construction of the part or parts.