



## TERMS AND CONDITIONS

**1. Prices** – Quoted price is valid for 14 days unless otherwise noted on quote. Prices as quoted are based on current costs of labor and material, and are subject to adjustment to those prices in effect at time of shipment. On sales made subject to freight allowances, such allowances shall be limited to actual weight, and in the event of any increase or decrease in freight rates a corresponding charge or credit shall be made therefor. All taxes presently or hereafter imposed on the manufacture, sale or delivery of any articles ordered hereunder including any increases thereof shall be charged to Buyer in addition to the prices herein set forth.

**2. Delivery** - Seller shall not be liable for any delay in delivery nor for failure to complete any order if such delay or failure is due to fire, strikes or any of the labor troubles, accidents, transportation delays, shortages of material or machinery, government action or any other cause beyond the control of Seller, and in the event of any such occurrences. Seller may, at its election, cancel this order or any part thereof.

**3. Payment** - If the credit of the Buyer shall at any time in the Seller's judgement become impaired, Seller shall have the right to require payment in advance for any shipments to be made hereunder. Seller reserves the right to change the method of payment hereunder if it deems such change appropriate. If Buyer shall fail to make any payment when due or shall fail to make payments in advance as hereinabove required, Seller shall in addition to its other remedies provided by law, have the right to terminate this order as to any remaining shipments.

**4. WARRANTY** - THE ARTICLES TO BE SHIPPED HEREUNDER ARE WARRANTED TO BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FURNISHED BY SELLER AND THIS EXPRESS WARRANTY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, EXPRESS OR IMPLIED BY LAW. SELLER'S EXPRESS WARRANTY IS LIMITED TO BUYER AND SHALL NOT EXTEND TO BUYER'S VENDEES.

**5. Claims** - Any claims for defective materials or workmanship will be deemed waived by Buyer unless notice in writing of such defect shall be submitted to Seller within fifteen (15) days after delivery and unless Seller is thereafter permitted at its election an opportunity to examine such materials and investigate such claim. No article may be returned without Seller's consent. In no event shall Seller's liability in connection with this order or any article shipped hereunder exceed the invoice price of the articles with reference to which such claim occurs and Seller assumes no liability for consequential or other loss or damage whatsoever.

**6. Assignment** - At Seller's election this order or any part hereof may be filled by any parent company or subsidiary of Seller and the rights accruing to Seller hereunder may be enforced by any such parent company or subsidiary.

**7. Tool and Die** - Seller's specified cost for special tools and die equipment to be provided by Seller is an estimated cost. Such tools and die equipment remain the property of the Seller but may be removed by Buyer with Seller's consent, upon payment of any actual cost in excess of the aforesaid estimate, together with all engineering and other charges incurred by Seller in connection with the design and manufacture thereof. Seller shall charge Buyer for cost of adaptation of Seller's dies and also for cost of adaptation, modification and maintenance of dies and tools furnished by Buyer.

**8. Patents** - While Buyer shall have the right to use all equipment or materials ordered hereunder, nothing herein contained shall be deemed to license Buyer under any of Seller's patents and Buyer agrees that it will not infringe, question or in any way impair the validity of any patents or trade marks of the Seller pertaining to the equipment or materials sold hereunder.

**9. Indemnity** - In connection with any plans, specifications, parts, materials or equipment furnished by Buyer hereunder, Buyer hereby indemnifies Seller against any and all claims for patent or trade mark infringement and against damages incurred by Seller resulting from infringement by use of such plans, specifications, parts, material and equipment.

**10. Amendments** - No amendments of any order shall be valid unless in writing and signed by authorized representatives of both parties.