



BUYER AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

- (1) **ACKNOWLEDGEMENT OF ORDER.** Buyer's order is subject to the final acknowledgement and acceptance by seller. When tool prices are quoted on piece part drawings only, prices are subject to confirmation after of final mold design. When any part of the buyer's order conflicts with seller's quotation or acknowledgement of order, the seller's quotation and acknowledgement of order shall prevail. No stipulations, representations, agreements or understandings shall be valid unless in writing contained in seller's proposal or acknowledgement of order or documents annexed or referred to therein.
- (2) **CHANGES OR CANCELLATION.** After seller accepts an order, the order is not subject to cancellation, change, reduction in amount, or suspension of delivery except with seller's written consent. Seller's written consent to modifications, changes, additions, cancellations or suspensions will not be given except upon terms that will indemnify seller against loss. All changes in specifications after any order has been started are subject to charge for the costs of any extra labor and material involved. Clerical errors in seller's proposal or acknowledgement of orders are subject to correction.
- (3) **RE-ORDERS.** Re-orders, if accepted by seller, are considered as placed under the same terms and conditions as the buyer's previous order, when such orders are not placed pursuant to a formal written proposal and acceptance.
- (4) **PAYMENT AND CREDIT TERMS.** Buyer agrees to make prompt payment of invoice due in accordance with terms if the contract. If, in the seller's judgment, buyer's credit at any time becomes impaired, seller may, at its option, require payment of any balance due before final delivery is made. The title to said personal property shall not pass to the buyer unless and until all payments herein provided for have been made. Tooling will require 50% down payment at time of order, balance due 30 days from delivery. Production parts invoiced will be due 30 days from delivery. Any exceptions must be noted by seller in writing.
- (5) **TAXES.** Any tax imposed by law on the sale, use or delivery of articles made or sold by seller shall be in addition to the sale price thereof and will be charged to the buyer unless the buyer shall furnish a resale certificate or other appropriate certification that the transaction is not subject to such tax.
- (6) **PATENTS-COPYRIGHTS.** Buyer warrants that there are no patents or copyrights to interfere with the manufacture by the seller of the products herein specified and the buyer agrees to hold seller harmless and to indemnify seller any and all damages, costs and attorney's fees resulting from any suit or suits that may be instituted by any person claiming infringement.
- (7) **UNAVOIDABLE DELAY, ACTS OF GOD, Etc.** Seller shall not be responsible for any loss or damaged occurring by reason of delay or inability to delivery caused by fires, strikes, lockouts, accidents, embargoes, car shortages, delays of carriers, insurrection, riots, acts of civil and military authorities, shortage of materials or other causes beyond seller's control.
- (8) **REWORKING, SPECIAL TOOLS, Etc.** Seller shall not be responsible for any reworking of dies, hobbings, engravings, molds, etc. performed outside seller's plant. Seller will not accept any back charges for work done by buyer unless authorized in writing by seller. Unless otherwise agreed, any special hobs, jigs, gages or fixtures required for manufacture of buyers order are to be supplied by buyer or at his expense. Seller is not in any way responsible for hobs furnished to seller by buyer.
- (9) **RETURNED GOODS.** Credit for returned goods will not be granted after thirty days from date of delivery to buyer. Seller's liability for returned goods is limited to the purchase price of the material found defective.
- (10) **SELLER'S RESPONSIBILITY.** Seller's responsibility for all molds and other tooling manufactured pursuant to the contract with buyer is limited to the furnishing of suitable material therefore and workmanlike compliance with drawings, designs and specifications furnished seller for purposes of manufacture. Seller will guarantee satisfactory operation of molds, to the extent of seller's responsibility as herein set forth, and attend at least one test run for this purpose, if so requested by buyer. Seller when requested will serve customers in submitting suggestions concerning design and construction of molds. Seller will not assume responsibility or liability for the practicability of these designs, suggestions or recommendations if adopted by the buyer and shall further assume no responsibility for the practicability of buyer's drawings, designs or specifications. Seller liability resulting from any defective product made by seller pursuant to buyer's order is expressly limited to the contract price of said product.
- (11) **BUYER'S RESPONSIBILITY:** The Buyer has the responsibility of specifying on the purchase order/contract any Buyers' company provisions/quality clause(s), part revision(s) and special packaging requirements if not defined on the drawing. If Buyers' purchase order/contract or drawing has no requirement, Mold Precision Eng. Inc. shall process the order using its' standard internal procedures.
- (12) **DELIVERY:** Delivery to buyer will be deemed to have been completed when the within described property is delivered to buyer or his consignee. If buyer for any reason declines to receive said property ordered by him when tendered by seller, balance of contract price shall at once become due and payable.
- (13) **QUOTATION:** The quotation is based on receiving a clear, correct, and legible drawing. Any design work on the part is not included in the price of the tool. All orders are subject to terms and conditions set forth on both side of form.