



**ISO 9001
Certified**



Terms and Conditions of Sale

1. **ACCEPTANCE.** Sale of the goods furnished hereunder is expressly conditioned upon Buyer's assent to the terms and conditions as set forth herein. If the terms and conditions stated in Buyer's order are inconsistent with the terms and conditions contained herein, Seller's acknowledgement of said order shall constitute a counter offer, and Buyer shall be deemed to have accepted these terms and conditions unless he notifies Seller to the contrary in writing with five (5) days after receiving Seller's acknowledgment.

2. **PRICES.** Unless otherwise agreed, Seller's price shall be the price in effect at the time of shipment. All prices exclude sales, use, occupation, license, excise and other taxes in respect of manufacture, sale or delivery, and export and import duties, all of which shall be paid by the Buyer unless otherwise agreed between the parties. All prices are subject to change without notice until confirmed by manufacturer's formal acknowledgment. Where the price specified herein does provide for absorption by Seller of freight charges, either in whole or in part, Seller shall have the right to select the means of transportation. If Buyer requires a means of shipment other than selected by Seller, any extra cost incurred by reason thereof shall be paid by Buyer.

3. **DELIVERY.** Seller shall not be liable in damages for any delay in, or inability to complete, the manufacture and delivery of the goods on account of labor difficulties from whatever cause arising, weather, acts of God, shipping delays, inability to obtain equipment or materials from its sources of supply or qualified labor sufficient to fill its orders, or any other cause beyond the reasonable control of Seller. Should delivery be delayed by any such causes more than forty-five (45) days beyond the delivery period specified in the order, either Seller or Buyer may be written notice delivered no later than five (5) days prior to the end of such forty-five day period cancel the order if the goods have not been delivered within the forty-five day period. If neither party should deliver notice of cancellation within the above prescribed period, all terms and conditions shall remain in full force and effect.

4. **DAMAGES AND RISK OF LOSS.** Buyer assumes all responsibility for and risk or loss of, or damages to, the goods furnished hereunder, upon delivery F.O.B. Shipping Point, even through Seller may have selected carrier.

In no event shall Seller be liable for anticipated profits or for damages on account of negligence, or for incidental or consequential damages.

5. **WARRANTIES.** Seller warrants to Buyer that the goods furnished hereunder shall meet Seller's current sales specifications, reserving to the Seller the right, without prior notice, to change such sales specifications listed in its bulletins and other descriptive material, as the goods are altered and improved. The obligation of Seller, and Buyer's sole and exclusive remedy, hereunder shall be limited at Seller's option to replacement of any goods which are returned to Seller's plant transportation charges prepaid, and there determined by Seller not to be as warranted, or in the event Seller is unable to remedy by replacement any defect in the goods, Buyer's sole and exclusive remedy shall then be refund of the purchase price, or so much of the purchase price as has been paid by Buyer. Buyer shall inspect the goods immediately upon delivery. Buyer's failure to give notice of any claim within fifteen (15) days from the date of delivery shall constitute a waiver by Buyer of all claims and respect thereto.

EXCEPT AS SET FORTH HEREIN, AND EXCEPT AS TO TITLE, IT IS EXPRESSLY AGREED: (A) THAT THERE IS NO WARRANTY OF MERCHANTABILITY NOR OTHER WARRANTY, EXPRESS OR IMPLIED, OR STATUTORY, NOR AN AFFIRMATION OF FACT, OR PROMISES, BY SELLER WITH REFERENCE TO THE GOODS, WHICH EXTENDS BEYOND THE SPECIFICATIONS MUTUALLY AGREED UPON BY THE SELLER AND THE BUYER AND (B) THE BUYER ACKNOWLEDGES THAT IT IS PURCHASING THE GOODS SOLELY ON THE BASIS OF THE COMMITMENTS OF THE SELLER EXPRESSLY SET FORTH HEREIN.

6. **PATENTS.** In the event a charge or notice of infringement of a U.S. Patent is directed to Buyer, or a suit instituted against Buyer, which charge, notice or suit is based upon any claim that the goods sold by Seller, or normal use thereof, constitutes an infringement of a U.S. Patent, Buyer and Seller agree that Seller shall dispose of the charge in the manner it deems best, provided Buyer notifies Seller in writing with ten (10) days from receipt by Buyer of the first notice of infringement. Buyer agrees to assist Seller at the expense of the Seller, in all reasonable manner in the defense or settlement of any charge, or notice of, or suit for infringement. Seller shall have no patent obligation or other liability to Buyer for infringement or charges of infringement arising from use of the goods furnished hereunder in processes covered by patents, or in patented combinations with other materials, or arising from any alteration made in the goods by Buyer.

Buyer agrees to indemnify and save harmless Seller in similar fashion where the alleged infringement is the result of the design or other special requirements specified by Buyer or the result of the application or use to which such goods were put by Buyer, or by others.

The foregoing provisions of this Section 6 state the entire liability of Seller in respect of potential patent infringement by the goods furnished hereunder and shall be in lieu of all other warranties express or implied, respecting any potential infringement.

7. **SPECIAL ORDERS.** In the event Buyer places an order for goods made up specially for him or for goods not customarily carried by Seller, and Buyer cancels such order, Buyer agrees to pay Seller as liquidated damages the Seller's published price for such goods as are completed and an equitable price based upon the percentage of completion of such goods as are in process at the time of cancellation.

8. **MOLD DESIGN CHARGE.** A mold design charge may be applicable to cover a portion of the engineering, tooling, and other preparatory operations required to manufacture quoted items to the Buyer's particular designs and specifications. This is a one-time service charge and does not constitute payment for the engineering, tooling and other preparatory operations. All such items shall remain the property of and in the custody of Seller. No charge for maintenance of special parts or assemblies will be made unless design modifications by the Buyer necessitate changes, for which an additional engineering, tooling and preparatory operations charge will be quoted prior to the production of the modified parts or assemblies.

9. **MOLD OWNERSHIP.** Any molds and software or programs used to create Molds manufactured or acquired specially to produce goods for Buyer shall be Seller's property at all times and remain in Seller's possession, even though Buyer is charged for such production. Molds means patterns, dies, tools, tooling, plates, stamps, jigs, fixtures, machinery and all related materials used in the manufacturing of the products or any component thereof. No title to any Molds or software or programs used to create Molds shall pass to Buyer under any circumstances unless Buyer is provided a clear writing indicating the transfer of such title from Seller to Buyer. If Buyer for three (3) years does not order goods produced with such Molds, Seller may dispose of any Molds or software or programs related thereto at its own discretion and Seller shall in no manner or way be required to replace it.

10. **QUANTITIES DELIVERED.** Due to the impossibility of Seller's predicting accurately the quantity of custom made goods that will be lost in processing operations and in final inspection, when Seller is delivering custom made goods, Buyer agrees that payment will be made of quantities delivered and that Seller may deliver overages in accordance with the following schedule:

Order	Overage	Order	Overage
1-100 pieces	10%	1,000-9,999 pieces	4%
101-499 pieces	7-1/2%	Over 10,000 pieces	2%
500-999 pieces	5%		

11. **COMPLIANCE WITH LAWS.** Seller warrants that all applicable laws, rules and regulations of governmental authority covering the production, sale and delivery of the material or services specified herein have been complied with.

12. **CONFIDENTIALITY.** This proposal is confidential property of Buyer and Seller.