

Metal Flow Corporation

TERMS & CONDITIONS

1. This quotation is based upon present cost and is offered for immediate acceptance. If costs are altered by present or future Federal or State legislation, governmental ordinances, rules, orders or licenses, or because of cost of labor, raw materials, fuel or transportation, they are subject to adjustment.
2. Delivery dates refer to the expected elapsed time from receipt of order to completion of tooling including samples and shipping of production piece parts from the time of approved sample.
3. Should customer desire changes made on the original specifications after the tools are started, it will be necessary to charge for additional labor and materials involved. Alterations to tools must be submitted in writing.
4. Customer agrees to assume full responsibility for any patent, trademark, or copyright infringement resulting from production of parts to customer's specifications, and to pay all costs and expenses resulting from such infringements.
5. Where products are assembled with parts not manufactured by seller, customer will be expected to furnish necessary gauges and/or parts with ample allowance for spoilage.
6. All order quantities subject to ± 10 percent.
7. Clerical errors are subject to correction.
8. Cancellation of any tools or parts ordered is subject to cancellation charges to reimburse seller for any expenses incurred prior to the cancellation request.
9. Seller will not furnish tooling prints unless specifically agreed to in advance.
10. All tooling designed and furnished by or through seller will be retained for exclusive use by the customer. To protect seller's interest in the designs and expenses incurred over and above the cost of maintenance, etc., and amount will equal to 50 percent of their original cost will constitute a lien against them. This will be charged and payable before tooling is removed from seller's plant. Should seller be unable to supply parts to the original specification with any variations mutually agreed to in writing, after approved samples, for any reason other than failure of buyer to provide sufficient lead time, then tooling may be removed without additional charge. Tooling will be kept in satisfactory condition for production at the expense of the seller and held by him for the customer's work only, for the normal life of the tool. The normal life of the tool will be considered as terminated when the customer no longer accepts the parts produced from that tool because of change in blueprint spec's. At that time, quotations will be submitted by the seller covering the cost of replacing part or all of the tool as needed or the additional cost of whatever secondary operations may be involved.
11. Title to all tooling and fixtures manufactured or purchased by seller for its performance hereunder shall remain in seller's possession unless and until customer shall have fully performed hereunder. In the event of default by the buyer, the seller shall have the restricted right to use all of the said tooling in the manufacture of the products and to sell or authorize others to sell the same for its own account.
12. Seller's insurance does not cover customer tooling. It is seller's suggestion that such tooling be insured by the customer according to his requirements.
13. Claims for defective piece parts are not recognized if the part has been assembled, machined, altered, or finished in any way after delivery to the customer.
14. Seller's liability extends to replacement of piece parts only.
15. Any taxes or tax upon the production sales, or shipment of the material or goods herein specified, present or future, within the life of the order, shall be added to the price herein provided and shall be paid by buyer.
16. Terms inconsistent with those stated herein which may appear on customer's formal order will not be binding on the seller.
17. All terms are subject to approval of our credit department
18. Subject to the above conditions, the acceptance of the attached proposal constitutes a contract.