

TERMS AND CONDITIONS

01-01-2020

AGREEMENT

This proposal is subject to change without notice at any time before orders are accepted by us. This proposal and our acceptance of your order, signed by an authorized individual of our company, Together with your order, constitute the entire contract between us. Modifications, changes, additions, cancellations or suspensions will not be binding upon us unless accepted by an authorized individual of our company in writing upon terms that will indemnify us against all loss. When your order contains prints or stamped provisions inconsistent with the written, printed or stamped provisions of our proposal, our proposal shall prevail. Clerical errors are subject to correction. Prices are based on continuous operation of the dies in the quantities specified. If quantities are reduced or production held up or interrupted by you your order may be subject to extra charge for the loss involved.

TOOLING DISPOSITION

Dies will remain in our possession and control and when, for five consecutive years, no orders are received for production, we will request written disposition from customer. If after thirty (30) days, we have received no disposition, dies will be considered obsolete and may be returned collect to customer. The owner of the die is responsible for all insurance coverage that is necessary, such as fire, theft, etc.

APPROVAL OF SAMPLES

Before production is commenced, samples will be submitted for your approval, which is to be given, or corrections specified as promptly as conveniently possible. Products made in accordance with approved samples or approved blue prints will be considered as made in compliance with our contract and acceptable to you.

DELIVERIES

Deliveries of samples and product are contingent upon strikes, fires, floods, wars, accidents, delays of carriers or other causes beyond our control. Deliveries of product, unless otherwise specified shall commence as soon as our schedules permit after the approval of samples and shall be made in accordance with our rate of production until orders are completed. Tooling must be paid in full prior to production shipment.

GUARANTEE

We agree to replace or issue credit for, at your option, all defective products which have not been altered, machined or finished, provided claim in writing is made within six (6) months after receipt of the product but will not be responsible for cost of labor or charges of a kind incurred outside of our shop, or other losses resulting from such product. Products claimed to be defective are not to be returned to us without our approval and an opportunity to inspect them. Our receiving department will not accept returned goods unless we have received written notice of your claim and our authorized representative has approved same.

PATENTS

If parts produced in your behalf infringe or are claimed to infringe letters patent or copyright, under which claims are made against us, you assume full responsibility for everything done by us in producing parts and agree to indemnify us and hold us free of any and all losses, including expenditures made or incurred by judgments, settlements, attorneys, fees, litigation, negotiation, and any and all losses and disbursements directly or indirectly resulting there from.