



## TERMS AND CONDITION OF SALE

### ORDERS FOR TOOLING AND/OR CASTINGS ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS

#### 1. DURATION AND APPROVAL:

- a. All quotations shall be subject to written acceptance within sixty (60) days from the date of issuance of the quotation, unless waived by the company.
- b. No purchase order shall be considered complete unless accompanied with a 50% tooling deposit in the event tooling is required. Balance due upon approval of 1st article.
- c. No purchase order shall become a contract of sale binding the company, until acknowledgment and acceptance by the company.
- d. Casting Terms: Net (30) Days, FOB our plant.

**2. DELIVERY SCHEDULES:** Delivery schedules will be computed from the date your order is approved or, in the case of special items, from the date we receive complete information necessary to proceed with design and tooling.

- a. Tooling lead times will be computed from the time a purchase order is complete and approved. A purchase order will be incomplete without a tooling deposit.

**3. MATERIAL PRICE ESCALATION:** When placing a purchase order, the price quoted will include metal cost based on the current metal price from our supplier. This amount will set the price of metal in anticipation of potential increase or decrease beyond TVT Die Casting's control.

When product is shipped and invoiced, additional charges due to increased metal prices will reflect as a line item charge on the invoice. Decrease in price will be reflected as a credit.

**4. DESIGN CHANGE:** The Company will not be bound to accept part design changes into its production unless it has given express written consent to such changes prior to any sampling of the part. The company reserves the right to re quote in the event of customer change in the design and/or specifications prior to acceptance for production. The Customer agrees to pay the company for tooling modification required by such changes at the company's then prevailing shop rate. Part design changes suggested by the Company and accepted by the customer shall have no responsibility as to fit or function of the parts manufactured in accordance with the modified design.

**5. TAXES:** Any tax imposed by any present or future law on the sale of the article and /or service covered hereby shall be added to the amount to be paid therefore.

**6. CANCELLATION:** Orders are not subject to cancellation, modification or deferment of shipment unless this Company is indemnified against losses resulting therefrom. Any cancellation, modification or deferment of shipment must be submitted in writing to this Company. Such written notice must contain a request for applicable charges to be levied by this Company.

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**7. DELIVERY:** This Company shall not be responsible for damages resulting in delays beyond our control in the delivery of product or tooling.

**8. WARRANTY:**

a. Company warrants that parts delivered hereunder shall conform to applicable specification and designs, and will be free of defects in material or workmanship. In the event not otherwise specified by this agreement, parts will be furnished in accordance with the Products Standards of the NADCA (North American Die Casting Association) or its successors.

**9. LIMITATION OF LIABILITY:** The Company shall not be liable for consequential damages, including but not limiting to, lost profits alleged to have arisen from the performance by the Company as a result of this agreement. Company liability for workmanship and/ or materials shall be strictly limited to replacement of the damaged parts.

**10. REPAIR OR REPLACEMENT:** Parts will be considered acceptable to Customer unless written rejection containing a complete explanation of the nature of the defect claimed is received by Company within thirty (30) days of the date of the original shipment of the parts. Company shall have no responsibility of the cost repair, replacement, or inspection of any parts by customer unless the Company's prior written consent has been obtained. The Company will repair or replace defective parts only if the said parts are shipped by customer to TVT F.O.B our dock within sixty (60) days of the date of the original shipment to the Customer.

**11. POSSESSORY LIEN:** The Company must have a possessory lien against customer tooling and/or die cast parts and/ or aluminum extrusion and/or materials as security for the failure of the customer to pay any balance due the Company for invoiced tooling, die cast parts, aluminum extrusion or specifically purchased materials.

**12. INTEREST CHARGES:** This Company will levy a 2% per month late charge on the unpaid principal balance on any account delinquent beyond the terms quoted. The charge will be calculated and invoiced on a statement at the end of each month, with time pro-rated on the balance due beginning at the end of delinquency.

**13. DIES, TOOLS AND FIXTURES/LIABILITY INSURANCE:**

a. Dies, tools and fixtures will be stored by the Company for Customer's exclusive use in accordance with Customer's orders. Except for normal production maintenance, the Customer shall be exclusively responsible for replacement of dies, tools or fixtures.

b. We will provide proof of insurance for a \$50.00 dollar processing fee.

**14. FIRST ARTICLE ACCEPTANCE:** Written acceptance of the first article parts produced from new tooling or modified tooling will be required from a responsible employee of the customer before production will begin by the Company.

**15. SHIPPING POINT:** Tooling and/or parts are F.O.B the Company's plant unless otherwise stated.

**16. WAIVERS:** Should the company elect to waive the enforcement of any stated terms, such waiver shall not be deemed to apply beyond specific transactions.

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**17. ENTIRE AGREEMENT:** This agreement represents the entire agreement between the parties relating to the subject matter herein, and there are no other verbal or other agreements that modify or affect this agreement. No modifications of the terms of this agreement shall be affective unless reduced to writing and executed in writing by both parties hereto.

**18. ATTORNEYS FEE AND COST:** In the event that it should become necessary for either party to commence litigation or arbitration in order to enforce it's right under the provision of this agreement, the party substantially prevailing in such litigation or arbitration shall be awarded reasonable attorney's fees, costs and all other expenses incurred in connection with such litigation or arbitration and claim all in addition to such other relief as may be awarded by the court.