

Sales Terms & Conditions

Last Update: September 1, 2017

1. AGREEMENT OF SALE

Buyer shall be bound by the terms and conditions hereof when it executes and returns the acknowledgement contained herewith, or when it accepts from Seller any of the items ordered or receives from Seller any of the services ordered. No contract shall exist except as herein provided, and no waiver, alteration, or modification of any of the provision hereof shall be binding on the Seller unless agreed to in writing by a duly authorized representative of the Seller. Rubber Coated Materials (RCM) referenced on this quotation can be produced at any of our manufacturing plants.

2. INDEMNIFICATION CLAUSE

Buyer agrees to indemnify Seller for, and hold Seller harmless from, all costs and expenses incurred by Seller including, without limitation, costs of investigation, attorneys' fees, and amounts paid in settlement or satisfaction of claims, proceedings, or judgment, in connection with all claims and proceedings against Seller based upon claimed defects in design in any item or items manufactured for Buyer by Seller to Buyer's design and/or specifications.

3. BILLING

Order will be billed at time of shipment. The invoice will be due and payable according to the terms listed on the invoice.

4. DELIVERY AND TITLE

Delivery of Products will be as indicated to the corresponding quote. Origin and Buyer will arrange for and pay all shipping and transportation costs, unless otherwise agreed in writing by both parties. Seller reserves the right to ship within plus or minus 10% of the quantity ordered for each item as a complete order. Seller shall not be liable for failure to make deliveries or for delays in making deliveries account of any delay or failure to manufacture or deliver. Title to and risk of loss or damage will pass to Buyer upon delivery of the Products to Buyer or third party carrier at point of origin, as the case may be.

5. DEFAULT

If Buyer becomes insolvent or makes any default hereunder or under any other contract between the parties hereto, Seller at it's option may defer delivery hereunder until default is cured, or may treat default as a repudiation by Buyer of this order in its entirety, resell the goods and hold Buyer liable for such damages as Seller may incur, including consequential and incidental damages.

6. FAILURE TO TAKE DELIVERY

If the Buyer fails to take delivery, the goods shall be held at Buyer's sole risk in all respects. Nevertheless, Seller, acting as Buyer's agent and at Buyer's expense, may thereafter store, insure and or otherwise protect the goods or may resell same for Buyer's account.

7. CANCELLATION

Except as otherwise provided herein, this order shall not be cancelled except by mutual consent or by giving 60 days notice. If Buyer is in default by failure to pay any previous invoice within credit terms at the expected date of shipment of this order, or if Seller has received any adverse credit information about Buyer, Seller may delay shipment and/or cancel this order acceptance.

8. PATENTS

Buyer undertakes and agrees to defend at Buyer's own expense all suits, actions, or proceedings in which Seller is made defendant for actual or alleged infringement of any U.S. or foreign letters patent resulting from manufacture or sale of the items purchased hereunder. Buyer further agrees to pay and to discharge any and all judgments and decrees which may be rendered in any such suit, action, or proceedings against Seller therein.

9. TAXES

Buyer shall reimburse Seller for all taxes or other charges which Seller may be required to pay to any Federal, State, or Local Government upon the sale, production, or transportation of the products sold hereunder.

10. TOOLING

Notwithstanding payment of tool charges, tooling shall remain the property of the Seller, who will maintain it and insure it against loss by fire and extended perils.

11. WARRANTIES

Seller warrants that the products sold by it hereunder will conform to the Buyer's specifications and be of the kind designated, and will be of reasonable quality. If any product is other than as so warranted, Buyer will notify Seller within thirty (30) days of the date of shipment thereof, and Seller may at its option: (a) replace the product with one which conforms to the specifications, or (b) refund the purchase price. Such replacement of the product or refund of the purchase price shall constitute a fulfillment of all liabilities of Seller with respect to such product. No claims by Buyer will be recognized with respect to goods disposed of or returned without Seller's prior written consent. Seller further warrants that all products sold by it hereunder were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. The warranties expressly stated herein are exclusive and are in lieu of all other warranties, written or oral, statutory expressed or implied, including any warranties of fitness for purpose.