

STANDARD TERMS AND CONDITIONS

1. The terms and conditions contained herein shall constitute the entire contract between Seller and Buyer with respect to Seller's products described herein. All proposals, negotiations, or representations, if any, made prior and with reference hereto are merged herein.
2. The contract is expressly limited to the terms and conditions contained herein, and Buyer is hereby notified in advance of Seller's rejection of and objection to any proposed additional or different terms and conditions. Neither performance nor delivery by Seller nor receipt by Seller of any payment shall be deemed an acceptance of any additional or different terms and conditions. Performance and delivery by Seller shall be under, and pursuant to only the terms and conditions contained herein.
3. Prices quoted are subject to any sales, use or manufacturer's tax imposed by federal, state, municipal or other governmental authority upon the sale and/or use of manufacture of the materials mentioned herein, and the amount of such tax shall be in addition to the purchase price herein stated and shall be paid by Buyer.
4. Seller reserves the right to adjust prices to those prevailing at time of shipment due to any change in material and/or labor costs.
5. Prices are offered for acceptance within 30 days from quotation date.
6. Prices quoted are on specific quantities mentioned and are subject to price differentials on larger or smaller quantities.
7. Standard terms of payment are ½ of 1% 10 days, net 30, upon approval by Sellers credit department. Alternate payment terms are available upon mutual agreement.
8. Every effort will be made to fulfill orders within the time promised. Under no circumstance will Seller assume any liability for delays caused by circumstances beyond the Sellers control.
9. Seller reserves the right to over or under ship by an amount not to exceed ten percent of the quantity ordered or released unless otherwise specified and agreed upon.
10. Unless specified otherwise, parts will be manufactured to the dimensions provided by the Buyer and commercial tolerances will be applied. General machine drawing tolerances do not apply unless specified on Sellers quotation.
11. Charges made for tools and dies do not convey the right to remove them from our factory. If a repeat order for parts using such tooling is not received within 2 years, the Seller reserves the right to dispose of such tools. Any subsequent order will include the cost of new tooling.
12. Seller's products are not guaranteed for any specific length of time or measure of service. Seller's products are warranted to be free from defects in workmanship and material according to the terms of this paragraph. All of Seller's products shall be subject to Seller's normal manufacturing tolerances and quality-control procedures. Buyer shall inspect all products when received, and Seller shall not be liable for any defects unless Seller is notified of such defects within fifteen (15) days after Buyer's receipt. Claims for shortage must be received within 15 days of the receipt of goods by Buyer and shall include the weights found and the method used to determine the part count. Buyer's sole and exclusive remedies for any breach of the express warranty set forth above are limited to, at Seller's option, with, either: (1) a refund of the purchase price for the defective product or, (2) Repair or replacement of the defective product upon its return to Seller.
13. Buyer shall not return parts to Seller for any reason unless provided written authorization by the Sellers Quality Department. Failure to comply will result in freight charges at Buyers expense.
14. ALL IMPLIED WARRANTIES OF ANY KIND OR TYPE (INCLUDING WITHOUT LIMITATION OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY DISCLAIMED AND EXCLUDED, AND NO WARRANTY IS EXTENDED HEREBY OTHER THAN THE EXPRESS WARRANTY CONTAINED IN PARAGRAPH 12.
15. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR OTHERS FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF PROFITS, WHETHER RESULTING FROM THE BREACH OF ANY WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, TORT, STRICT TORT LIABILITY, PATENT INFRINGEMENT, OR OTHERWISE.
16. Seller is not liable for work done on goods after delivery to the Buyer. This includes plating, painting, and any other post-production processing.
17. Blanket orders accepted by the Seller with a cumulative value of less than \$2500 USD shall be fully shipped within 6 months of the order acknowledgement. Blanket orders accepted by the Seller with a cumulative value of greater than \$2500 USD shall be fully shipped within 12 months of the order acknowledgement. Each release must meet or exceed \$250 USD in value. At the end of either blanket period, any unreleased goods will be shipped and invoiced to the Buyer to complete the contract.
18. Seller reserves the right to accept or reject cancellations or delays on individual, blanket, or kanban orders or partial shipments depending upon goods in work, completed goods, or raw material on hand or on order.
19. Unless otherwise specified by Seller, products are shipped Ex Works, Seller's location and title to the products will pass to Buyer upon delivery by Seller to a carrier for transportation to Buyer.
20. Any and all claims or disputes arising out of the transaction shall be brought exclusively either in the Court of Common Pleas of Allegheny County, Pennsylvania or in the US District Court for the Western Pennsylvania, and Buyer consents to venue in one of those courts. The substantive laws of the Commonwealth of Pennsylvania shall apply to the transaction.