

TERMS AND CONDITIONS

1. This quotation is for your immediate acceptance and is subject to change by us with written notice.
2. All orders are subject to acceptance by us at Thomaston, Connecticut, and shall be construed as contracts made in the State of Connecticut
3. Estimates of delivery are made by us in good faith, but are not guaranteed, and we cannot assume any risk of delay due to strikes, differences with workmen, accidents to machinery, delays of carriers, delays of material by our suppliers, fires or other causes beyond our control.
4. In addition to the prices named you will pay us the amount of any excise taxes paid or required to be paid by us in respect to this quotation or any transaction connected therewith.
5. As goods covered by this quotation are made to order, and material will be purchased specifically for it, we are to be allowed to fabricate parts to the extent of this material shipped in by the supplier but not in excess of 10% of the total order quantity.
6. Orders accepted by us are not subject to cancellation except with written consent of either party and upon terms which will indemnify us for all expense, direct and indirect. Incurred by us upon the time of cancellation and also as a result of cancellation.
7. Tools made for the item covered by this quotation are subject to the following terms and conditions: A: We are to keep them intact and in good condition. B: They are to be your property but kept in our possession, and subject to (c) and (d) below. C: They can be removed from our possession only by payment of 50% of the original price. D: After a period of 2 years from the date of the order or last reorder, or upon liquidation. Receivership or bankruptcy of your concern, your ownership shall cease and we are to be at liberty to make any disposition of use of the tools we may see fit without liability to you. The term *reorder*, as used in this paragraph, is to be construed as meaning a quantity of 250,000 or more pieces, or, in quantities of less than 250,000 by mutual agreement.
8. We reserve the right to adjust the price or prices herein quoted in accordance with increases in the costs of material.
9. A tool fitting or set-up charge will be made on all reorder quantities less than those specified in the quotation, and piece prices will be subject to further adjustment.
10. We cannot be held to the prices herein quoted if you make any change in the shape, design, finish or other specification either before or after an order has been placed.
11. We have the right to treat each order or reorder as a one-lot uninterrupted run, shipping parts which meet your specifications as they are fabricated, unless there is another mutually agreed shipping schedule.
12. We reserve the right to either replace or issue credit for any parts which do not meet your specifications amounting to over 2% of the total quantity on order. Notification in writing must be given to us within two weeks after receipt of parts which do not meet your specifications.
13. No parts are to be returned to us for any reason without our written permission.
14. You are to assume all patent liability and responsibility for goods made to your order.
15. Upon acceptance of purchase order, terms are net 30 days FOB Thomaston, CT unless otherwise agreed. Tooling and Engineering charges 50 % due with purchase order, 50% upon acceptance of first article.
16. Please return with authorized signature and acknowledgement of terms.

AUTHORIZED SIGNATURE