Terms & Conditions

Applicability

Our Terms and Conditions of Sale apply to all of our sales. Any change hereto shall be by written agreement. These Terms and Conditions of Sale are a supplement to the INCOTERMS as published by the International Chamber of Commerce, which are applicable for all of our sales. The applicable edition of the INCOTERMS is that edition noted in the quotation, or that in force at the time of quotation should none be stated in quotation.

Pricing Policies

All prices quoted are in United States Dollars unless otherwise stated on the written offer. Prices do not include applicable sales, use, local or any other taxes which must be charged.

Acceptance

All orders are subject to acceptance by Seller at Seller's home office in Columbus, Indiana. Unless otherwise stated, offers are valid for a period of thirty days. Seller reserves the right to withdraw all offers.

Error's and Variances

All clerical errors in Seller's quotations, acknowledgements and invoices are subject to correction.

Payment

The net amount of an invoice shall be due 30 days after date of invoice. Delinquent charges are subject to a service charge of one and one-half percent (1 and 1/2%) per month which is equal to annual percentage rate of 18%, or the maximum rate permitted by law from the due date until the invoice and all service charges have been paid in full.

Cancellations

Orders are not subject to cancellation, except with Seller's consent, and upon terms and conditions that will indemnify Seller against all loss.

Returns

Products may be returned to Seller for credit only with Seller's written permission is obtained by purchaser in advance. A restocking / recycling charge of 20% of the sales value will be deducted from the credit by Seller. Buyer is responsible for all freight charges related to the return. Special color items or items made to customer specific specifications are not subject to return.
**Transport / Delivery**

All prices quoted are ex works (EXW) Columbus, Indiana (i.e. do not include transportation) unless otherwise stated. Ex works (EXW) orders not picked up within 15 days after notification to Buyer that the goods are ready for shipping, for any reason beyond the Seller's control, including failure of Buyer to give shipping instructions, Seller may store such products at purchaser's risk in a warehouse or yard or upon Seller's premises, and the Buyer shall pay all handling, transportation and storage costs at the prevailing commercial rates upon submission of invoices.

Alternatively, Seller reserves the right to ship ex works (EXW) orders via common carrier at Buyer's expense, seven days after notification to the Buyer that said goods are ready for shipment.

Seller may make delivery in installments, unless otherwise expressly stipulated in the contract for sale. Each installment may be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of his obligations to accept subsequent deliveries.

**Seller's Delays of Delivery**

All delivery dates are approximate dates only, estimated in good faith to the best of the Seller's ability. Time shall not be deemed to be of the essence unless specifically agreed to in writing by Seller.

**Buyer's Postponement**

In case of Buyer's postponement of delivery date, Seller reserves the right to collect payment net thirty from the day Seller is prepared to make the shipment.

**Title and Lien Rights**

The goods shall remain personal property regardless of how they are affixed to Buyer's real property and Seller reserves a purchase money security interest in the goods until the Seller has received full payment of the purchase price. If buyer defaults, Seller shall have the rights of a secured creditor and the remedies provided by the Uniform Commercial Code. All tooling, dies, jigs, blueprints, plans and specifications in connection with the goods shall remain the sole property of Seller.

**Warranty**

All products sold by Seller are warranted, for a period of one year from the date of shipment to the original buyer, to be free from defects in materials and workmanship under normal use and service. Seller's liability under this warranty is limited to the cost of the repair or replacement of any products which fail to comply with foregoing warranty or refund of the purchase price therefore, at Seller's option, and in no event shall Seller be liable for any consequential damages claimed as a result of any breach of the foregoing warranty. This warranty is contingent upon Buyer's compliance with Seller's Claim Procedure. The warranty stated herein is in lieu of all other warranties, express or implied including but not limited to merchantability or fitness for a particular use.
Specifications

Product specifications are provided in good will and to the best of the ability of Seller. Specifications are subject to change without notice. The weights, capacities, dimensions and other specifications are not guaranteed for accuracy. Seller assumes no further liability, express or implied.

Infringements

Buyer shall indemnify Seller against all claims arising out of alleged infringement of patents, designs, copyrights or trade-marks with respect to any goods made to purchaser's specifications.

Use and Safety

Unless specifically stated otherwise, there are no representations or warranties by seller that the goods sold hereunder comply with the requirements of federal, state and local laws and codes, as well as industrial codes. Buyer acknowledges that it is Buyer's responsibility to provide proper safety devices and equipment for the particular application or use intended by the Buyer so as to protect the operator and others from harm, and to comply with all federal, state and local government laws, rules and regulations relating to safety standards and all industry safety standards.

Liability Limitation

In consideration of the express warranty and other terms herein contained, buyer agrees that buyer's exclusive remedy and seller's sole liability on any claim, whether tort, contract or warranty, shall be limited to reimbursement of the purchase price and no other remedy (including but not limited to, incidental or consequential damages for lost profits, lost sales, injury to person or property or any other incidental loss or damage) shall be available to it, in no event and for no cause whatsoever, including any breach or default by seller.

Force Majeure

Regardless of all written agreements, Seller shall not be responsible for failure to deliver or for delay in delivery of all or part of goods ordered herein by reason of war, civil commotion, labor trouble, fire, explosion, windstorms, flood, draught, earthquakes, accident, reduced supply of raw materials, car shortage, embargo, government actions, or any cause whatsoever beyond the control of seller, which interferes with the production, consumption or transportation of said goods or the supply of any raw material of which said goods are a product.

Consequential Damages

Anything to the contrary herein contained notwithstanding. Seller shall not be liable for any consequential, contingent or incidental damages whatsoever.

Arbitration

All disputes arising out of in connection with the present contract shall be finally settled under the Rules of Arbitration of the American Arbitration Association or the International
Chamber of Commerce by one or more arbi-trators appointed in accordance with said Rules.

**Applicable Law**

Any contract for sale by Seller shall be governed and construed according to the laws of the State of Indiana of the United States of America.