

Terms and Conditions

1. Terms are net 30 days, F.O.B. our warehouse, *unless otherwise note on the quote*.
2. New accounts will be C.O.D. until credit has been approved.
3. Unless otherwise stated or withdrawn by the Seller, this quotation is for acceptance within 60 days from the date quoted. All quotations, orders and contracts are subject to correction for clerical errors. **Waiver, alterations or modifications from the terms and conditions of this quotation are valid only when in writing and accepted in writing by an authorized officer of Seller. In the event that Buyer issues any form of order to Seller, it is agreed that such order is issued exclusively for the purpose of confirming Buyer's purchase of the specified items and that no other terms and conditions specified or preprinted on such order shall add to or modify the terms and conditions of this quotation. The terms and conditions of this quotation constitute the entire agreement between Seller and Buyer unless otherwise agreed to in writing and accepted by an authorized officer of Seller.**
4. All quotations are based on Buyer accepting over-run or under-run on each individual item not exceeding 10% of quantities ordered. Where closer control of quantity is required, special arrangement must be made.
5. In addition to the prices stated herein, Buyer shall reimburse Seller for any excise, sales or use taxes incident to this transaction for which Seller may be liable or which Seller is required to collect.
6. The injection equipment used with any mold is furnished by Seller and remains Seller's property.
7. Any orders resulting from this quotation will be accepted with the understanding that any tooling identified herein is for the use of Seller in producing parts for the Buyer only. Even though such tooling is the property of the Buyer, tooling must remain in Seller's possession until satisfactory arrangements have been made for adapting to conventional tooling.
8. Any orders resulting from quotations on Seller's patented items are accepted under the restrictions that the tooling is for the sole use of Seller in producing parts for the Buyer, and though such tooling is the property of the Buyer, patent agreements require that it must remain in Seller's custody.
9. When the quantities produced on tools ordered exceed normal productive life Seller will quote the Buyer the necessary repairs or replacements subject to the Buyer's approval.
10. The Buyer agrees to pay for changes in molds and tools made necessary by changes in blueprints and specification requirements. Normal production life of molds or tools may be shortened because of these changes as it may affect the original design of the molds.
11. It is not the intention of the Seller to manufacture any product which is an infringement of a patented article. Parts are made by the Seller strictly to dimensional specifications furnished by the Buyer. It is agreed that the Buyer will defend and save harmless the Seller from any and all expenses including but not limited to Seller's attorney fees involved in any claims for damages from infringements of letters patent by the use or sale of parts made by the Seller, either as such or as parts or units of complete entities, except for such parts as Seller manufactures under Seller's patent rights.
12. In ordering, the Buyer should state explicitly the method of shipment preferred and in the absence of shipping directions the Seller will use its discretion which shall be binding on the Buyer. Shipments will only be insured at the request of the Buyer and at the Buyer's expense. Buyer shall in no manner be relieved of any obligation to Seller in the event of a default by the Buyer's insurer.
13. Custom molded parts will be shipped and billed and shall be paid for at the approximate rate of production indicated. No custom molded parts are carried in stock unless authorized by the Buyer.
14. Unless specifically stated to the contrary, quotations are made and orders are accepted for delivery as fast as manufacturing production will permit, and every effort will be made to fill orders within the time promised, but the Seller does not assume responsibility for any damages of any kind due to delays. Any packaging other than bulk packaging must be specifically stated and additional charges will be made accordingly by the Seller to the Buyer.
15. Orders may be cancelled only upon the express condition that the Buyer assume immediate and total liability and will unconditionally make payment to the Seller for all work completed at the unit price; work in process on the basis of the percentage of completion thereof times the order unit price; raw material, unamortized tooling, engineering and other cancellation charges incurred on the basis of cost to the Seller plus handling and overhead charges.
16. **No representation of warranty of any kind, express or implied, with respect to the goods, whether as to merchantability, fitness for a particular purpose or any other matter is made by the Seller.** Credit, limited to the amount of the purchase price, will be given for any defective part which is not within the agreed acceptable quality level and is returned with a Returned Goods Authorization (RGA) number, after the Seller has had an opportunity to inspect such defective part. Credit will not be issued on any parts which have been altered or defaced in any way or upon which an additional operation has been performed. Seller will not be responsible for disassembling costs or costs of any parts in any assembled units. In the event of a breach or repudiation of this agreement by Seller, Buyer shall not be entitled to any damages, including, but not limited to any consequential damages as defined in Section 2-715 of the Uniform Commercial Code, and Seller's sole liability shall be to render credit for defective parts, limited to the purchase price of any such part, returned in accordance with the provisions of this paragraph. This shall be the sole and exclusive remedy by the Buyer in the event of breach of this agreement by the Seller.
17. Unless specifically stated to the contrary, quotations for rubber products are using RMA A3 commercial dimensional tolerance.
18. Buyer agrees not to directly or indirectly (other than through Seller) purchase the goods covered by this quotation from the manufacturer (if other than Seller) for a period of eighteen (18) months after the last date that Buyer purchases such goods from Seller.
19. A service charge of the lesser of 1.5% per month, or the maximum permitted by law, will be charged on all past due amounts until paid in full, including payment of such finance charges.
20. Buyer agrees to pay all expenses and costs of collection, including all reasonable attorneys' fees and expenses, court costs and similar costs incurred by Seller in connection with the enforcement of these terms and conditions and/or the collection of any amounts owed to Seller arising from sales of goods covered by this quotation.
21. These terms and conditions are made under and shall be governed by and construed in accordance with the laws of the State of Oklahoma without giving effect to conflicts of laws principles.
22. Any suit, action or proceeding with respect to sales of goods resulting from this quotation may be brought in the Oklahoma State Court of competent subject matter jurisdiction sitting in Tulsa County, Oklahoma, or in the United States District Court for the District of Oklahoma in which Tulsa is located. Buyer and Seller hereby irrevocably waive any objections which they may now or hereafter have to the jurisdiction or venue of any suit, action or proceeding, arising out of or relating to sales of goods resulting from this quotation, brought in such courts, and hereby further irrevocably waive any claim that such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. The parties hereby further irrevocably waive any right to a jury trial in any action arising out of or in connection with sales of goods resulting from this quotation.