



## TERMS AND CONDITIONS OF SALE

### General

The terms and conditions (the “Terms”) apply to the sale by B & D Thread Rolling, Inc. (the “Company”) of products (the “Products”). The Terms are an integral part of the quotation prepared and delivered to you (the “Customer”) by the Company. The quotation constitutes an offer on the part of the Company to sell the goods as described in the quotation. Our offer is expressly conditioned upon the Customer's assent to all the terms and conditions in the Terms and the quotation. If the Customer's acceptance or any purchase order conflicts with, varies or supplements the Terms, the Company hereby objects to such provisions and the Terms will govern; and the the Customer's conflicting, varying or supplemental provisions are rejected and will be null and void. Unless prior written agreement is reached, it will be understood that the Company’s Products will be sold to the Customer in accordance with the Terms.

### Warranty

The Company warrants that the Products manufactured by it and delivered to the Customer will follow good manufacturing practices in the industry as set forth by the American National Standard Institute and will be free of substantial defects for a period of twelve months from the date of delivery. The Customer must promptly report any failure to conform to this warranty in writing to the Company within the twelve-month period. If the Company receives timely notice, it will either repair or replace any defective Products. The Customer must store, install and maintain such Products in accordance with good industry practices and any specific recommendations of the Company.

The Customer must maintain production/lot traceability. Failure to do so will void the warranty. The Company will not be liable for any repairs, replacements, or adjustments to the Products, or any costs of labor performed by the Customer or others without the Company’s prior written approval. If the Customer claims that any Products are defective or fail to meet the Product specifications, the Customer must return these Products to the Company for evaluation and testing. Failure to return Products claimed to be defective voids this warranty. The effects of corrosion, erosion and normal wear and tear are specifically excluded. Each claim will be evaluated, and consideration will be determined on a case-by-case basis by the Company management team.

Except for the warranties set forth in this section, which are limited warranties and the only warranties made by the Company, the Products are provided strictly “as is,” and the Company makes no additional warranties, express or implied, arising from course of dealing or usage of trade. All implied warranties of merchantability and fitness for a particular purpose are hereby disclaimed by the Company and are excluded by the parties.

Correction by the Company of nonconformities, in the manner and for the period provided, will constitute fulfillment of all liabilities of the Company for nonconformities, whether a claim is based on contract, warranty, negligence, indemnity, strict liability or otherwise with respect to or arising out of such Products.





The Customer must not use the Products which are claimed to be defective. Any such use of the Products will be at the Customer's sole risk and liability. Company will use commercially reasonable efforts to ensure that shipments of Products meet the quantities specified in the Customer's order. Product quantities may vary because of processing variances, however, and a shipment of Products by Company to the Customer that are within ten percent (plus or minus) of the quantity ordered will meet the quantity specifications of the Customer's order unless otherwise specifically agreed by Company.

The warranty provided above shall be void if the non-conformity or defect at issue in the Product results from or relates to any improper, incorrect or unauthorized handling, storage, installation, shipping, use, maintenance, removal, modification, services or repair, specifically including any act by the Customer such as but not limited to heat treating, plating, or performing any other process on the Product.

### **Limitation of Liability**

The total liability of the Company with respect to this contract or the Products, whether based on contract, warranty, negligence, indemnity, strict liability or otherwise, will not exceed the purchase price of the defective Products paid by the Customer upon which such liability is based.

### **Limitations on Damages**

In no event will the Company or any of its officers, directors, or employees be liable to the Customer, any successors in interest or any third party for any consequential, incidental, indirect, special or punitive damages arising out of this contract or any defect in, or failure of, or malfunction of the Products, whether based upon loss of use, lost profits or revenue, interest, lost goodwill, work stoppage, impairment of other goods, loss by reason of shutdown or non-operation, whether or not such loss or damage is based on contract, warranty, negligence, indemnity, strict liability or otherwise and regardless of whether the Company has been advised of the possibility of such damages.

### **Survival of Limitations**

The foregoing limitations of liability will survive and apply notwithstanding the failure of essential purpose of any remedies specified in the Terms.

### **Claims**

Claims by the Customer for shortages or errors in delivery must be made within ten (10) days after the delivery of the Products. Products are sold subject to the standard manufacturing practices of the Company and its suppliers. Products purchased on the basis of weight are subject to customary quantity variations recognized by practice in the industry. See Warranty section above.





## **Cancellation Policy**

The Company produces Products according to each Customer's unique specifications. Upon receipt of an order or release, the Company immediately begins the process of ordering material, tooling and supplies as well as scheduling labor. Supplier lead times must be considered when deciding when to purchase each component in the process. Such purchases must often be made many weeks or even months ahead of the production date.

If the Customer decides to cancel an order or a portion of an order, the Company will work with the Customer to immediately minimize the cost incurred for the cancelled order. Any costs already incurred and irreversible at the time of cancellation will be charged to the Customer and will be due to the Company upon delivery of an invoice from the Company to the Customer. Cancellation charges may be invoiced in multiple installments as costs are invoiced to the Company.

The cancellation window in terms of number of days prior to fulfillment for purchase orders is a continuously changing number which the Company tries to minimize. The window is stated on the order acknowledgment. The Company encourages customers to plan with the assumption that any cancellation within 120 days will lead to significant cancellation charges as described above. Orders consisting of specialized tooling or materials could have a much longer cancellation window.

## **Returns**

No goods shall be returned for credit or reprocessing without charge without first obtaining written consent (RMA) from an authorized quality associate of the Company.

## **Shipment**

Delivery terms are F.O.B. Taylor, MI. The Customer shall assume all risk of loss or damage upon delivery by a 3<sup>rd</sup> party carrier at the point of delivery. Scheduled dates of delivery are determined from the date of the Company's acceptance of any order or orders placed by the Customer and are estimates of approximate dates of delivery, not a guaranty of a particular date of delivery. The Company shall not be liable for any delinquent shipping costs unless obligated under contract. The Company shall not be liable for any damages caused by failure or delay in shipping the goods via their own vehicles if such failure or delay is due to force majeure or any other cause beyond the reasonable control of the Company.

