



## **Design & Build Service For Your CAD-CAM Models, Tooling & Prototype Needs.**

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### **Terms & Conditions**

**Unless otherwise agreed in writing, all Purchase Orders are bound by the following Terms and Conditions**

#### **Quotations and Purchase Orders**

Purchase Orders "PO", to be valid, must be issued with acknowledgment put on record by the Seller within thirty (30) days from date of quotation. Acceptable PO delivery methods are unconditionally limited to hand delivery, certified mail via United States Postal Service or read receipt Email to administrative addresses. Before a PO is to be issued, the Purchaser agrees to provide correspondence which includes a notice of the intent to place an order and allow the Seller an opportunity to revise the quotation for changes in engineering data, quantities, timing, material prices, inspection requirements or any other variable that may have evolved between date of quotation and the date of order.

Seller reserves the right to refuse any PO or stop work in progress in any circumstance where considerable breakdown of the business relationship has manifested. Reasons for termination may include, but are not limited to: deteriorating credit history, unrealistic expectations, unjust projection of liabilities or unwillingness to cooperate.

When quotations involve the estimating of piece prices, casting weights are estimated as close as possible based on the reference material provided and quotations shall be subject to revision on any variation between the estimated weights and actual weights.

No product will be designed, produced or shipped by Seller, without a written Purchase Order that fully covers the quotation, including part number, revision level of models or drawings, and /or file name and date of math data transmission.

No design or quantity shall be changed without liability unless notice of revision is made and accepted in writing before work is in process. When a change is necessary after the work is in process, Purchaser is to be charged for any designs, tooling or castings previously made, as well as any cost for cores, molds or equipment discarded because of such change.

Cancellations of orders without liability are to be made only by mutual consent of Purchaser and Seller. Cancellations and/or deferred deliveries must provide for fair payment of work in process.

The quotation and terms of this document will become a binding contract upon placement of a PO in conjunction with Seller's acceptance and acknowledgement of said order. Any modification of the Terms and Conditions, to be valid, must be in writing and signed by an authorized representative of the Seller.

## **Timing**

The timing expressed in the Seller's quotation is an estimate only. Prototypes, first time orders, and / or casting development work often have unforeseen pitfalls that delay overall timing. Holidays will always extend the delivery schedule and are never included in the timing estimate due to the variability of "if and when" the order placement may take place. The Seller will make all efforts within its ability to accommodate the anticipated delivery dates with no expressed guarantee. Special over-time, weekend and holiday services to secure accelerated deliveries not in accordance with the original estimations shall be granted on written request and at Purchaser's additional expense.

## **Product Design**

All Purchaser supplied engineering media will be considered obsolete once any subsequent product design or instruction is delivered via any method or format. When 3D solid models and 2D drawings are supplied by the Purchaser to the Seller, the solid model dimensions will determine the pattern and finished casting size. Dimensions and tolerances on 2D drawings derived from 3D solid models will be considered "Reference-Only" and may not be reflected in patterns or finished castings fabricated using the 3D solid model. Purchaser supplied engineering models will be interrogated for draft, machine stock, wall thickness, radii, fillets and various other manufacturing factors. The Seller will make its best efforts to produce tooling that will replicate castings as design intent as possible barring any inadequacies in feasibility for the processes offered by the Seller. Product design modifications for manufacturability may be subject to fair payment for necessary alterations. Modifications without liability are to be made only by mutual consent of Purchaser and Seller. When engineering concessions and/or fair payment requested by the Seller for manufacturability are not granted, the Seller reserves the right to cancel the PO and shall receive fair payment of work in process.

## **Tooling**

CAD Models for core assembly or tooling are not included as deliverables unless requested in the inquiry and agreed to in writing.

Tooling material is chosen based on the durability requirements or cycle life expressed in the Purchaser's inquiry. Actual tooling endurance is relative to foundry handling, processes and environment. The Seller makes no written or expressed guarantee as to the lastingness of the tooling.

Complimentary storage of tooling will exist for 12 months from the date of purchase. After 12 months, a request to return legacy tooling to the Purchaser will be submitted or an agreement will be made for a storage plan with pricing and expiration. Any tooling remaining in Seller's possession without a storage agreement for a period of 2 years or more will be considered abandon property and may be disposed of without notification.

## **Intellectual Property**

Designs, tooling and processes manifested or utilized by the Seller may be strictly limited to use at specific or unique manufacturing facility(s). Seller may be bound by agreements not to divulge, share or reproduce the strategies or practices of its supplier's content without the written consent of the supplying company. The result of such an agreement could mean that Purchaser may not be entitled to take control of all purchased entities manufactured for the Purchaser's purpose as well as the designs, tooling and processes may not be operational at another facility.

Purchaser's access to certain areas of Seller's facility is restricted. Seller reserves the right to deny access to (other) areas of its facility, or indeed Seller and any of its supplier's entire facility, at the Seller's sole discretion.

Purchaser agrees that any information provided through the course of purchase is in all respects confidential in nature, other than information which is in the public domain through other means. Purchaser agrees not to disclose, transport, record or share any designs, tooling or process to third parties without the express written consent of the Seller.

Purchaser agrees that any disclosure or threatened disclosure of proprietary information will cause irreparable injury, both financial and strategic, to the Seller and in addition to any and all remedies that may be available, in law, in equity or otherwise, the Seller shall be entitled to injunctive relief against the threatened breach of these Terms and Conditions by the Purchaser without the necessity of proving actual damages.

## Castings

All castings are sold as un-machined castings, with gates, risers and similar extraneous metal removed as closely to the contour of the casting as rough saw cutting will allow. Foundry control is to be the acceptable standard for quality and inspection by default. The geometric tolerances recommended for hand molded sand castings as outlined in the standard ISO 8062-3: 2007 are to be considered the standard for dimensional accuracy by default. The Purchaser has the responsibility of assuring that the processes and practices of the Seller and its suppliers meet the requirements of the Purchaser's purpose without dependence on Seller's inspection or verification. If specific metallurgical or dimensional standards accompanied by detailed inspection methods and frequency are not thoroughly expressed, outlined, detailed and agreed to in writing before delivery of the PO, re-quoting will be required.

Should Purchaser require special processing of castings, such as Layout, machining, coatings, heat treatment, impregnation, analysis, chemical and / or mechanical testing, pressure testing, x-ray, etc., its inquiry shall set forth such requirements in detail. Processing and / or inspection requirements specified on a drawing, specification document or PO do not inherently fall under the Seller's responsibility unless Seller has separately acknowledged and agreed to such services by virtue of itemization on the quotation. All special treatment, inspection methods, reporting formats and rejection criteria must be negotiated and agreed to in detail at the time of quotation. Costs for any special processing are never included in the piece price and shall always be at Purchaser's additional itemized expense.

Castings rejected due to foundry defects will be replaced if Seller agrees that the defects are outside the scope of the requirements outlined in the Purchaser's inquiry. Credit or discounts for rejected castings may be given on a case by case basis at the Seller's discretion. Purchaser must clearly identify and mark rejected castings as to the reason for rejection. In addition, castings must be returned to the Seller within thirty (30) days after receipt. Seller is not responsible for machine work, welding, inserts, labor or any other losses or damages instigated as a result of defective castings. Weld repair will always be considered an acceptable repair option at the Seller's discretion unless specified to the contrary in writing on the Purchaser's inquiry.

Purchaser agrees that finished castings exceeding general tolerances will not be automatically rejected. General tolerances are established as a convenience for the designer and the casting supplier and castings should only be rejected if the feature dimensions not meeting the general tolerances undeniably impair the form, fit or function of the casting without the ability to repair or modify. All dimensional tolerances, inspection methods, reporting formats and rejection criteria must be negotiated in detail at the time of quotation.

Purchaser's request, either assumed, expressed or implied, to utilize production intent cast datums will not be acknowledged by the Seller as an acceptable process for Prototype Sand Castings. Purchaser supplied engineering models used for tooling build are typically intended for the repeatability and tolerances of permanent metal molds or other high volume manufacturing methods and often require Pre-Production

Approval Processes to verify the feasibility of design intent. Sand Cast Prototypes may require that each cast entity be individually balanced and located according to its most critical features. Seller reserves the right to halt production if the fixturing and locating methods utilized by the machining source, even if mandated by the end customer, are deemed undesirable and perceived that the process will result in improperly balanced castings causing unnecessary scrap.

Pre-Production Approval Process "PPAP" will be applied to any project the Seller deems worthy of risk reduction. Minimal quantities of castings will be delivered to the machine source (Seller's customer or supplier) and fully machined to engineering tolerances in search of any manufacturing influences that may require tooling or process adjustment. Only after PPAP has been approved shall the remainder of castings be completed.

The Seller is to make an effort at all times as operating conditions will permit, to furnish, as near as possible, the exact quantity ordered. However, unless otherwise stipulated, the Purchaser shall accept and purchase any overrun (not to exceed 5%) above what is specified on the order. Claims for delivery quantity errors must be made within ten (10) days after the receipt of castings.

### **Shipping**

Unless otherwise agreed in writing: All freight, drayage, boxing and crating charges on patterns and castings, both to and from the Seller or other destinations, shall be assumed by Purchaser.

### **Payment**

Payment Terms – thirty (30) days net from invoice date to accredited accounts. Payment Methods – Check or Electronic Funds Transfer only, Credit Cards will not be accepted by Seller. First time customers and projects of unusually large scope are expected to deposit 50% down to initiate PO. Purchaser debts that mature over 90 Days will be subject to 1% per month interest compounded in monthly increments.

### **Indemnification**

It is the Purchaser's responsibility to purchase and carry all forms of property and liability insurance that is essential to protect the interests of Purchaser, Seller and any other supplier contracted for the Purchaser's purpose.

It is the Purchaser's responsibility to request, purchase and acquire inspections or certifications that are essential to insure the requirements of the Purchaser's design liability are met. The Purchaser shall indemnify and hold the Seller and its suppliers harmless for any damages or liability occurring from un-certified non-conforming product.

Seller and its suppliers shall not be liable for loss of or damage to Purchaser's pattern equipment by fire, negligence, acts of God or any other casualties beyond its control.

The Seller and its suppliers shall not be liable for any damages to Purchaser under any circumstance from late deliveries or failure to deliver.