

“ ADDITIONAL TERMS OF SALE”

1. Acceptance of this quotation constitutes acceptance of these terms of sale and becomes a contract under the law of the State of Kentucky. Inconsistent terms in Buyers Purchase Orders shall not have any effect unless approval in writing by Mauer USA LLC. The conditions of sale contained herein are deemed accepted when the customer orders molds or parts in compliance with quoted prices, unless specific exception is taken in writing and it is mutually agreed upon in writing.
2. This proposal, if accepted and subsequent orders are not subject to cancellation, change, reduction in amount or suspension of deliveries, except with our consent and upon terms which indemnify us against loss. All verbal agreements except as confirmed in writing in this proposal or by separate letter are void.
3. This quotation is made subject to government regulations and restrictions. Our price does not include any sales tax, and shall be subject to increase to cover any taxes or other increased costs directly due to present or future legislation, either state or federal. Any tax imposed by federal, state or other governmental authority on the sale of the merchandise and service referred to in this invoice shall be paid by Buyer in addition to the purchase price.
4. Dates of delivery are determined from the date of Seller's acceptance of any order or orders by Buyer or from the date of Seller's confirmation of any verbal agreement with Buyer and are estimates of approximate dates of delivery, not a guarantee of a particular day of delivery. Seller shall not be liable for failure or delay in shipping goods thereunder if such failure or delay is due to an act of God, war, labor difficulties, accident, inability to obtain raw materials, or any other causes of any kind whatever beyond the control of Seller.
5. Our Engineering Department, when requested, will serve customers in submitting suggestions concerning design and construction of molded parts and will recommend various grades of material, but we will not assume any liability for the practicability of these design suggestions or material recommendations if adopted by the customer.
6. This quotation is based on information or samples provided to us; any changes in specifications will be subject to changes in price.
7. Samples submitted shall be deemed approved if written notice of rejection is not received within two weeks after date of submittal.
8. Commercial limits, unless otherwise specified, are considered to be plus or minus .010.
9. If special gauges, fixtures or other tools are required, they will be furnished by the customer or paid for by the customer.
10. The customer agrees to pay for changes in molds and tools made necessary by changes in specifications accepted by us, and also agrees to assume all risk of resultant damage. Changes of design, deliveries, or instructions of any kind must be submitted in writing.
11. Unless otherwise stated, the finish includes only such polish as is obtained directly from the molding process.
12. Replacement of major components of the molds is customer responsibility after normal life expectancy of molds which is approximately 2,000,000 shots. We agree to maintain molds and tools while in use for a reasonable life. In case of dissolution or bankruptcy of customer, molds in our possession not having been fully paid for shall become our property in satisfaction of unpaid account and un-liquidated damages. We do not insure customer's molds in our possession unless specific arrangements are made.
13. Molds and machinery contain confidential Mauer USA LLC know-how and design; therefore, customer owned molds and machinery cannot be moved without the written approval of Mauer USA LLC.
14. Movement of a mold or machine may generate an engineering charge to cover costs which are normally spread over the life of the project.
15. Seller warrants to buyer that the goods are made in a workmanlike manner and in accordance with written specifications supplied to buyer and are made pursuant to seller's customary manufacturing procedures.
16. Except for the warranties expressly set forth in writing on the face or reverse side of this document, seller makes no other warranty, express or implied; and any implied warranty of merchantability or fitness for a particular purpose which exceeds the warranties herein expressly set forth is hereby disclaimed by seller and excluded from any agreement made by acceptance of the order. Seller will not be liable for any consequential damages, loss or expense arising in connection with the use of or the inability to use its goods, for any purpose whatever. Seller's maximum liability shall not in any case exceed the contract price for the goods claimed to be defective or unsuitable.
17. Use of the goods or merchandise supplied by seller in or with substances or containers whose chemical or other composition or characteristics are incompatible with such goods or merchandise is a misuse by buyer of such goods or merchandise. All responsibility to test and otherwise assure compatibility is assumed by buyer, whether or not seller may perform any tests for compatibility (which testing is not a duty of seller) and regardless of the results of any such tests. Seller makes no representation or warranty, express or implied, that any tests by seller are adequate or sufficient for buyer's purposes, and buyer agrees not to hold seller responsible for such adequacy or sufficiency.
18. Molded pieces will be shipped, billed and paid for at the approximate rate of production indicated. Molded pieces will be shipped in standard cartons or containers in bulk unless otherwise specified on the face of this order.
19. Delivery of ten percent more or less than the quantity specified shall constitute fulfillment of the order.
20. Claims for shortages or rejections must be made within 10 days after receipt of goods. We ship by insured carrier and our liability eases when they accept our shipment. All claims for breakage, damage and losses should be made directly to the transportation company. a) The receipt and acceptance of a consecutive shipment will automatically mean acceptance of the previous shipment; b) Where plastic parts manufactured by us are assembled into complete mechanisms or devices, such assemblies constitute acceptance. We assume no liability of any nature for the operation of such mechanisms or devices or for replacement costs in the event of failure.
21. Credit will be rendered on all defective molded parts after authority is given, provided they are returned within thirty days after date of shipment to our factor and after we have had an opportunity to inspect them.
22. Contracts or orders are subject to approval of credit department and an officer of the company. We shall have the right to modify, change or withdraw credit terms any time without notice and to request guarantees, securities or payment in advance of the amount of credit involved.
23. Any unpaid account for invoiced parts or mold work shall constitute a lien on any molds or tools in our possession.
24. We reserve the right to correct clerical errors. The proposal, when accepted by the customer, shall become a contract effective under the laws of the State of Kentucky.
25. Payment terms are from date of shipment, unless specified otherwise.
26. Buyers shall, in respect to goods manufactured by seller in accordance with designs or processes specified by Buyer, defend, indemnify and hold seller harmless from all judgments, damages, costs, attorney's fees and other expenses incurred in connection with any suit brought against seller for infringement of any United States letters, patent or for wrongful use of any trade secret or other proprietary information by reason of seller's use of such design or processes, provided seller promptly notifies buyer in writing of any such claim or suit and tenders defense thereof to buyer.
27. Prices are for immediate acceptance and subject to change by seller without notice.