

# **ASHDAN**

## **SCREW MACHINE PRODUCTS, INC.**

**17 Simonds Street**

**Lockport, NY 14094**

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***ISO 9001:2015***

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## **CONDITIONS OF SALE**

Conditions of Sale & Manufacturing:

Terms: Nets 30 days (to qualified customers) Freight collect, FOB Our Plant, Lockport, New York.

Minimum Charge: If seller determines that the quantities to be quoted are not economically feasible, a minimum charge will be assessed for time and material and quoted accordingly.

Deliveries: Every effort will be made to fill orders within the promised delivery date. The seller does not assume responsibility for any damages growing out of or owing to any delays, which are beyond their control. Unless specifically stated to the contrary, quotations are made and orders are accepted for delivery as fast as manufactured by partial shipment packed in bulk.

Quantities: All quotations are based on the Buyer accepting an overrun or under run on each individual item not to exceed 5% of quantities ordered. Where closer control of quantity is required special arrangements must be made.

Tolerances: All dimensions must be specified tolerance. When not specified it is understood that acceptable commercial tolerances apply. Samples to be considered unless otherwise specified as "mean" dimensions. When the Buyer purchases pursuant to their own specifications, the Seller will not be responsible for the design and fitting of the parts; the conforming of the Seller's product to the specified tolerances is sufficient as to the correctness of the product. It is definitely understood that concentricity is not a dimension and when specified must be specified separately from dimension and will be subject to inspection only at the point where the relation is shown on the blueprint. When concentricity limitation is specified, it is understood that it means the actual eccentricity allowable between the centerlines of the dimension, which is one half of a dial reading registration.

Samples: If requested, the Seller will submit samples for approval when commencing operations upon any order, but does so with the understanding that their machines are to be run immediately after they are set correctly to Buyer's accepted specifications and Seller will assume responsibility for having product in conformity with such specification during the period necessary in which to obtain Buyer's approval. Any change in specifications can be made only at the Buyer's direction and expense. If changes are to be made, Seller should be notified at once by telephone, facsimile, email and/or written confirmation.

## Conditions of Sale & Manufacturing (continued)

**Inspection:** Inspection by the Seller is made on a percentage basis only. If 100% inspection is required it is at the Buyer's expense and only such parts proved not as ordered by the Buyer's inspection may be returned with a claim for repair, credit or replacement.

**Tooling:** The machining industry considers tools, fixtures, etc. and their engineering design an integral part of the manufacturing process. Therefore, separate quotation to or payment by the Buyer for these items, supplied by the Seller, conveys neither ownership nor the right of removal from the Seller's factory.

**Quotations:** Computer and clerical errors are subject to correction until the Seller accepts an order. Quoted prices are subject to change without notice. All quotations unless otherwise stated are for immediate acceptance. All orders and contracts are subject to acceptance at the Seller's office.

**Claims:** If the buyer claims delivery of material not as ordered, they must notify the Seller within thirty (30) days of receipt of shipment. If such claim is sustained and material furnished is not as ordered to the satisfaction of both parties, the Seller shall repair, replace, credit or complete the order within the limitations of Condition #4: "Quantities". Under no circumstances will the Seller be liable for damages or any claims for expense involved in using their product. Seller will allow claims for defective goods on those parts further processed by the Buyer and resulting in change of either dimensions or characteristics from parts as ordered. Claims for shortage must be made within thirty (30) days from receipt of goods and in every case the weights found in the shipment, including tare, must be given and the Seller advised the method used in arriving at a count of the parts.

**Shipment:** In ordering, the Buyer should state explicitly the method of shipment preferred and in the absence of shipping directions the Seller will use discretion, forwarding by express or parcel post when packages are small and therefore liable to be lost in transit by freight.

**Cancellation:** Orders may be cancelled or deliveries deferred only upon the condition that the Buyer assume immediate liability and make payment to the Seller for all work complete at the unit price; work in process on the basis of the percentage of completion thereof time of 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. All cancellation charges to be determined at the time of cancellation or determent.

**Credit:** Accounts will be opened only with the firms or individuals on approved credit. The Seller reserves the privilege of declining to make deliveries except for cash whenever, for any reason, doubt as to the Buyer's responsibility develops.

**Taxes-Extra:** Any tax imposed by any present or future law of Federal, State or municipal authority on the manufacture or sales of the articles purchased hereunder and required to be paid by the Seller, shall be added to the amount to be paid by the Buyer.

Should suit be commenced to collect unpaid receivables, ASHDAN Screw Machine Products, Inc. shall be entitled to recover reasonable attorney fees and court costs.