



167 Ames Street Rochester, NY USA, 14611 | 1.800.288.ROLL (7655)

## **TERMS & CONDITIONS**

"Conditions of Sale and Manufacturing Practices", followed by "Purchasing Terms."

### **CONDITIONS OF SALE AND MANUFACTURING PRACTICES**

General conditions of sale: "We rely on full disclosure of all information necessary to produce the part or complete the contract. Failure of Buyer to provide Seller with all delivery schedules, raw materials, specifications, dimensions or other relevant information will void this contract and Seller may then cancel or modify quotation at Seller's option. Any changes in the above will be grounds for renegotiation of price, delivery or other conditions of sale."

#### **No. 1 - TERMS OF CONTRACT**

Unless Buyer shall notify Seller in writing to the contrary by certified mail, return receipt requested, within three days after receipt of this acknowledgment by Buyer, acceptance of the terms and conditions hereof by Buyer shall be indicated and in the absence of such notification, the sale and shipment by Seller of the goods covered hereby shall be conclusively deemed to be subject to the terms and conditions hereof and no other.

#### **No. 2 - SHIPMENT TERMS**

F.O.B. shipping point.

#### **No. 3 - QUOTATIONS AND ACCEPTANCE**

Unless otherwise stated, all quotations are for immediate acceptance and subject to change without notice. All orders and contracts are subject to acceptance only at Seller's home office. Typographical errors are subject to correction.

#### **No. 4 - CREDIT**

Accounts will be opened only on approved credit. Seller reserves the right to decline delivery except for cash, whenever doubt as to Buyer's financial condition develops.

#### **No. 5 - CANCELLATION**

Orders may be canceled or deliveries deferred by Buyer with written consent of Seller only upon the condition that Buyer assumes immediate liability and makes payment to Seller for all work complete at the unit sales price; work in process on the basis of the percentage of completion thereof times the unit sales price; raw material, unamortized tooling, engineering and other cancellation charges incurred or the basis of cost to Seller plus handling and overhead charges. All cancellation charges to be determined at the time of cancellation or deferment.

#### **No. 6 - QUANTITIES**

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 arrangements must be made.

#### **No. 7 - DELIVERIES**

Seller does not assume responsibility for damages due to default or delay in production or delivery of all or any portion of any contract resulting directly or indirectly from (A) accident to, or breakdowns of Seller's plant machinery or equipment; labor disputes; embargoes; fire; riots; national emergency; delays of suppliers; carriers; or governmental restrictions, prohibitions, or allocations; or (B) any cause beyond the control of Seller. In no event shall Seller be liable for any consequential, special, or contingent damages arising out of Seller's default or delay in filling this order.

Unless otherwise agreed between Buyer and Seller, orders are accepted for delivery as fast as manufactured by complete shipment packed in bulk. If either party has the right to make or demand delivery in lots, the price may be demanded for each lot.

#### **No. 8 - SAMPLES**

If requested, Seller will submit samples for approval at a separately quoted price and delivery.

#### **No. 9 - CLAIMS**

If Buyer claims delivery of material not as ordered, he must notify Seller within fifteen (15) days of receipt of shipment. If such claim is sustained, Seller shall repair, replace, credit or complete order within the limitations of NO. 6-QUANTITIES. Charges for repair or inspection of parts by Buyer without prior authorization cannot be honored. Seller shall have the option of inspecting the goods on Buyer's premises or of taking back the goods and deciding whether to replace goods or credit Buyer.

Claims for shortage of goods must be presented within fifteen (15) days from the date of receipt of goods and must state the packing slip number, weight including tare and the method used in arriving at a count of the parts. Any claim for error in weight or shortage not presented in accordance with this provision will conclusively be deemed waived.

Seller will not allow claims on those goods further processed by Buyer resulting in change of dimensions or characteristics from parts as ordered.

#### **No. 10 - TOLERANCES**

All dimensions must be limited to a specific tolerance. When not specified, it is understood that commercial tolerance apply:

Decimal .xxx Plus or minus .005 Angles Plus or minus 1/2 degree

Dimensions .xx Plus or minus .010" Surface Finish 125 micro inches

Fractional Dimensions Plus or minus 1/64" Intersecting Surfaces: Fillets .020" Max.

Corners .020" Max. Radius or Chamfer

Drilled hole tolerances will be open unless otherwise specified by Buyer. Samples are to be considered as denoting fractional dimensions, unless otherwise specified and dimensions of samples will be considered "mean" dimensions. Where there is cross drilling, slotting and similar operations specified, the location will be without relation to other dimensions unless otherwise specified.

When Buyer purchases to his own specification, Seller will not be responsible for the design and fitting of parts.

Concentricity requirements, if any, 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 center lines of the dimensions, which is one-half of a dial reading registration. When concentricity is not specified, the work will be manufactured in the most economical manner without particular regard to concentricity.

#### **No. 11 - THREADS**

Unless otherwise specified, threads will be of the American National or Unified form and will be made to Class 2A and Class 2B Fit tolerances. When Buyer specifies threads other than sizes in the Coarse Thread Series or Fine Thread Series or in other classes of tolerances or limits, gages are to be furnished by Buyer or charged for by the Seller.

INTERNAL THREADS: Unless dimensional limits for minor diameter of tapped holes are specified, the percent of full depth thread will be in accordance with regularly accepted general practice. Unless otherwise specified, blind tapped holes may not have a full thread closer than five threads from the bottom and in case of fine pitches, not closer than 5/32".

#### **No. 12 - GAGES**

Where dimensions cannot be readily gaged with available conventional gaging and special gaging is required such gages may be furnished by Buyer or supplied by Seller at an extra charge. In the case of threads, the inspection gages shall conform to the limits specified by the latest National Bureau of Standards Handbook H28, as supplemented, entitled "Screw Thread Standards for Federal Services for Inspection Gages."

#### **No. 13 - INSPECTION**

Inspection by Seller is made on a percentage basis only. If 100% inspection is required it is at Buyer's expense. Acceptable quality levels including the designation of sampling plans shall be established by Buyer in writing prior to quotation by Seller. Otherwise Seller reserves the right to adjust his quotation or delivered part price in consideration of a subsequent establishment of an A.Q.L. by Buyer.

#### **No. 14 - DIES, TOOLS, ETC.**

Tools, dies, jigs, fixtures, gages, and their engineering and design, are integral parts of Seller's manufacturing processes. Therefore, separate quotation to, or payment by Buyer for these items, supplied by Seller, conveys neither ownership nor the right of removal from Seller's factory.

#### **No. 15 - SHIPMENT**

In ordering, Buyer should state explicitly the method of shipment preferred and, in the absence of shipping directions, Seller will use discretion forwarding by air or rail express, truck or parcel post when packages are small and, therefore, subject to loss in transit. Shipment will be insured at Buyer's expense, unless otherwise specified by Buyer. All goods are sold F.O.B. shipping point so Buyer assumes freight cost and liability for any loss or damage to goods once the goods have left Seller's premises.

#### **No. 16 - BUYER'S MATERIAL**

Quotations covering machining of Buyer's material are made subject to delivery of the amount of material as specified by Seller, F.O.B. Seller's plant, and are subject to change if material furnished by Buyer is defective or will not machine with reasonable wear on tools at the speed and feed estimated. Chemical and physical specifications are the sole responsibility of Buyer, and parts manufactured from Buyer's material which conform to blueprint specifications shall be accepted by Buyer. Seller does not guarantee to deliver more than 90% of the quantity ordered, in accordance with No. 6 - QUANTITIES. If Buyer's material proves defective in total or in part or of a different character than represented by either Buyer or material producer, all work performed by Seller shall be reimbursed by Buyer.

#### **No. 17 - PATENTS**

It is not the intention of Seller to manufacture any product which is an infringement of a patent. Buyer will defend and reimburse Seller from all expense and damages resulting from claims of infringement whether or not the goods are a part or a unit of a complete entity.

#### **No. 18 - TAXES**

Taxes imposed by any present or future law of federal, state, county, or municipal authority on the manufacture, sale or use of the articles purchased hereunder and required to be paid by Seller shall be added to the amount to be paid by Buyer. Buyer shall furnish evidence of exemption if applicable. Custom duties or taxes are not included in prices. Buyer shall reimburse Seller for any such duties or taxes as Seller may pay or subsequently be assessed.

#### **No. 19 - WARRANTY**

Seller warrants that goods manufactured by him will conform to the drawings and specifications furnished by Buyer. If the goods manufactured by Seller fail to function under normal and proper use within a period of six (6) months because of defects in material or workmanship, and written notice is received by Seller no later than seven (7) months after date of receipt of such goods by Buyer, Seller will at his option credit, repair or replace such products determined by Seller to be defective.

Seller shall have the option of inspecting the goods on Buyer's premises or authorizing their return. No goods are to be returned without written consent nor shall the Seller be liable for any expense, including inspection expenses, incurred by Buyer in order to remedy defects in said goods.

Products manufactured by others but furnished by Seller are limited to the original manufacturer's warranty and Seller shall not be liable under any circumstances for defects in such products.

Because goods furnished hereunder are to Buyer's specifications and are used or combined by Buyer with other equipment or components not furnished by Seller. Buyer agrees to indemnify Seller for all claims resulting from the use or incorporation of said goods in the Buyer's product.

Any controversy or claim arising out of or related to this contract, or the breach thereof, must be commenced within one (1) year after the cause of action has occurred.

IT IS EXPRESSLY AGREED THAT THIS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES AND LIABILITIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT THE USE OF THE PRODUCT SOLD HEREUNDER. THE FOREGOING STATES SELLER'S ENTIRE AND EXCLUSIVE LIABILITY AND BUYER'S EXCLUSIVE AND SOLE REMEDY. SELLER WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR CONTINGENT DAMAGE OR EXPENSE ARISING DIRECTLY OR INDIRECTLY FROM ANY DEFECT IN ITS GOODS OR FROM THE USE THEREOF. NO OTHER PERSON IS AUTHORIZED TO ASSUME FOR SELLER ANY SUCH LIABILITY.

"We rely on the customer to provide all pertinent information relative to this order. Failure to provide all such information will void our obligations under this order. We reserve the right to revise the quoted price in response to changes in your manufacturing, quality, delivery or other requirements from those provided to us as a basis for our quotation."

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## **PURCHASING TERMS**

### **SELLER'S ACCEPTANCE**

Acceptance of this order is limited to the terms and conditions stated in this order. No modification will be effective and no additional or different terms will become a part of the contract unless agreed to in writing by Buyer's authorized representative.

### **PRICES**

Seller's prices will not be higher than stated on the reverse side hereof unless otherwise agreed to in writing by and authorized employee of Buyer. No charges by Seller will be allowed for transportation, reels, drums, boxing, crating, or other packaging unless agreed to herein. The price quoted herein includes an allowance for all taxes levied by any government authority which the Seller is required to pay or collect.

### **DELIVERIES**

Buyer's production schedules are based upon Seller's assurance of delivery to Buyer by the date specified on the face of this order. TIME IS OF THE ESSENCE IN THIS AGREEMENT. If late deliveries are made Buyer may purchase elsewhere, and/or hold Seller accountable for all damages both direct and indirect, resulting from Seller's failure to deliver on schedule. Early deliveries are subject to Buyer's approval.

## **SUSPENSION OF DELIVERY**

Buyer will have the right to suspend shipment of all or part of this order in the event of matters beyond its control affecting Buyer's need for the goods ordered, without limitation to acts of God, war, riots, embargoes, acts of civil or military authorities, fires, floods, nuclear incidents, quarantine restrictions, supplier conditions, strikes, differences with workman, delays in transportation, shortage of cars, fuel, labor or materials. Buyers will not be liable for damages of any kind by reason of such suspensions.

## **CANCELLATION**

Buyer will have the right of cancellation without having further liability to Seller if materials or service furnished hereunder do not strictly conform to specifications of Buyer. Buyer may also terminate this order in whole or in part any time for any reason whatsoever by written or telegraph notice. Upon receipt of such a notice, Seller will to the extent directed to the Buyer, terminate work under the Agreement and any subcontracts outstanding hereunder and take any necessary action to protect property in Seller's possession in which the Buyer has or may acquire an interest. The only liability of Buyer for cancellation of this order in whole or in part is reimbursement to Seller for all direct costs incurred by Seller for this order as of the time of receipt of the cancellation notice, less the greater of either any amounts received by the Seller on resale of such work in process or the reasonable value of such work in process. Such payment by Buyer will be in full satisfaction of all claims which Seller may have against the Buyer under this order of for the cancellation.

## **CHANGES**

Buyer may, from time to time, without notice to any sureties or assignees, change packing, testing, destinations, specifications and designs and may delay delivery schedules. Seller will immediately notify Buyer of any increases or decreases in costs caused by such changes and an equitable adjustment in prices or other terms hereof will be agreed upon written amendment to this purchase order.

## **BLANKET PURCHASE ORDERS**

The goods purchased are covered by a blanket purchase order, Seller will not make any shipment or issue any invoices until Buyer issues a release purchase order. Unauthorized shipments will be held at Seller's risk and expense. A blanket purchase order authorizes Seller to produce raw materials sufficient to meet delivery of the entire quantity of the blanket purchase order, but only to manufacture and deliver such respective quantities at such respective times as is indicated on the production schedule which is made a part of the blanket purchase order. Buyer will not be liable for manufacturing before the time, or in excess of the quantities required to meet the delivery schedule.

## **QUANTITIES**

Shipment must equal exact amounts ordered unless otherwise agreed to in writing by an authorized agent of Buyer.

## **WARRANTIES**

Seller warrants that all materials or services delivered hereunder are free from defects in materials, and or workmanship and conform strictly to the specifications, drawings, or samples specified or unfurnished to Seller. To the extent that such materials or services are not furnished pursuant to design furnished by

Buyer, they will be free from defects in design and suitable for their intended purposes. These warranties will survive any inspection, delivery, acceptance, payment or use by the Buyer or its customers of the materials or services and will run to the Buyer, its successors, assigns, customers and users of its products and each of them from and against any and all loss, injury and damages suffered by them and against any and all suits, proceedings in law or in equity, and any and all liability for losses, injuries and damages, including all reasonable attorney's fees, arising out of or in connection with any claim by any person, firm or organization, including the Buyer, that the materials or services furnished by Seller are or were defective, infringing or injurious in any manner.

### **TRAFFIC ROUTING**

Any losses resulting from deviation from the Buyer's routing instructions will be charged to Seller's account and may be set off against amounts due to Seller under this Agreement. The Buyer reserves the right to specify routing on all materials sold F.O.B. point of shipment. If unrouted by the Buyer, the Seller will move the material by the most economical route.

### **INSPECTION**

Final inspection will be on Buyer's premises unless otherwise agreed in writing. Materials rejected as not conforming to the Agreement will be returned at Seller's expense, including transportation and handling costs.

### **DAMAGES**

Buyer's liability for breach of this Agreement will not exceed the difference between the resale price of any materials or work in process, sold in good faith and in a commercially reasonable manner and the contract price for such materials or work in process less expenses and costs saved in consequence of Buyer's breach. Buyer will not be liable for any incidental, consequential, punitive or liquidated damages or any similar type of future or speculative damages regardless of nomenclature in legal terminology.

### **BUYER'S PROPERTY**

All material, including tools or machines, furnished or specifically paid for by Buyer, will be subject to removal at all times without additional costs upon demand by Buyer, will be used only for filling orders from Buyer, will be kept separate from other materials or tools, will be clearly identified as the property of Buyer will be insured by Seller with loss payable to Buyer and will be kept confidential. Seller assumes liability for all loss or damage, excepting normal wear and tear to such materials, and agrees to supply detailed statements on the material as requested by buyer.

### **STATUTORY COMPLIANCE**

Seller warrants that all materials and services furnished under this contract, including the manufacture and sale thereof conform to all applicable federal, state and local statutes, regulations and ordinances, including the Fair Labor Standard Act of 1938 as amended. Seller further certifies and warrants that, to the extent by law, it is in full compliance with all of the provisions of the Equal Employment Opportunity Clause issued under Executive Order 11246.

## **WAIVER**

No delay or failure by Buyer in exercising any rights under this Agreement and no partial exercise thereof will constitute a waiver of any rights hereunder.

Invoice will be paid per Buyer's payment policy. Discount term should be at the date of receipt of the invoice or the receipt of the material, whichever is latest.