

TERMS AND CONDITIONS

Harvey Vogel Manufacturing Co.'s quotation, sale, or acceptance of buyer's purchase order, or buyer's order or acceptance of Harvey Vogel Manufacturing Co.'s goods, is expressly conditioned on buyer's assent to the terms and conditions printed below. Harvey Vogel Manufacturing Co. does not agree to any conflicting terms proposed by buyer in any purchase order or other communication unless they are signed separately by both parties. Harvey Vogel Manufacturing Co.'s failure to object to provisions contained in any communication from buyer will not be a waiver of any provisions of the terms and conditions below.

1. PAYMENT Net 30 days from invoice date. F.O.B. our plant. Credit subject to approval.
2. CONDITIONS This quotation covers the part complete to your blueprint, unless otherwise stated by us. Stenographic and clerical errors are subject to correction. (We reserve the right to re-quote for changes in circumstances.) The information contained on this quotation represents our entire understanding of the transaction. Any changes or differences must be agreed to in writing by us. Unless otherwise specified, parts will be produced as on previous orders.
3. ENGINEERING SERVICE The engineering service charge covers the cost of engineering, adapting and fabricating special and standard die components. These components are owned by us and are assembled to produce specific configurations which comprise engineering services. The special portion would not in itself be sufficient to produce parts. These fixtures are the property of Harvey Vogel Manufacturing Co. and cannot be sold, but will be maintained free of charge for your exclusive use.
4. QUANTITIES Prices are based on the quantity released for production or shipment at one time. Split shipments may be arranged; please consult our Estimating Department. Buyer will accept overruns and under-runs not to exceed 10% of the quantity ordered except on orders of under 250 pieces the overrun may be up to 25 pieces. If closer control of quantity is required, special request must be made, an extra charge may be required.
5. DELIVERY Every effort will be made to fill orders within the time promised which is based on our present workload and is subject to availability of materials used to produce the part. We do not assume any responsibility for damages growing out of or owing to any delay in delivery. Delivery runs from receipt of order.
6. TOLERANCES Tolerances shown on print will be maintained unless we specify otherwise. If no tolerances are shown we will maintain commercial tolerances.
7. MATERIAL If material is furnished by you, a small charge may be made for shearing and/or handling (and the entire quantity of material will be processed). Analysis reports and Certifications of Compliance on material will not be furnished unless requested by the customer at the time the order is placed.
8. BURRS Unless specified on your blueprint, de-burring will be performed at the option of Harvey Vogel Manufacturing Co.
9. CANCELLATION All orders are non-cancellable. Initial delivery dates may not be changed unless Harvey Vogel Manufacturing Co. agrees in writing to such changes. Under certain circumstances, Harvey Vogel Manufacturing Co. may allow cancellation or delay in delivery requested by buyer, subject to payment by buyer of cancellation charges specified by Harvey Vogel Manufacturing Co. at the time buyer requests cancellation or delay in delivery. Cancellation charges will include expenses incurred by Harvey Vogel Manufacturing Co., and estimated lost profit. No offer by Harvey Vogel Manufacturing Co. to accept a cancellation or delay in delivery requested by buyer will operate as a waiver of Harvey Vogel Manufacturing Co.'s rights under this contract and applicable law unless such cancellation charges are paid to Harvey Vogel Manufacturing Co. by buyer within 10 days of notice thereof.
10. METHOD OF SHIPMENT Parts will be packed in bulk in our containers. Please notify us if special packaging or wrapping is necessary to protect the condition of the part. Unless otherwise directed, we will ship what we consider to be the best method of transportation. Air shipments are made only at the buyer's expense and direction.
11. PATENTS Buyer will defend and hold us harmless from patent infringement claims involving parts produced by us at the buyer's direction.
12. SAMPLES We reserve the right to assess a charge for approval samples. Costs to revise the part after submission of samples are at the buyer's expense. Unless otherwise requested by the buyer, samples will be supplied without finish and certain other secondary operations since these operations do not affect inspection of the part. Engineering services and samples are invoiced when samples are submitted.
13. INSPECTION & REJECTION OF NON-CONFORMING GOODS Buyer will be deemed to have accepted the Goods unless Buyer notifies Seller of Nonconforming Goods in writing with evidence of non-conformance within thirty (30) days of receipt of Goods. Non-conforming Goods are Goods that do not meet the specifications in the purchase order. Buyer's exclusive remedy for nonconformance, subject to Seller's sole discretion, shall be (i) to agree to repair or replace product by issuing a settlement discount memo against the original invoice and send a new invoice for the replaced product, or (ii) a settlement discount for Buyer's acceptance of Goods "As Is". Any settlement discount will expire one year from the issue date and can be applied towards Buyer's quotes or unpaid invoices. Except as provided here, all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.
14. WARRANTY DISCLAIMER THE EXPRESS WARRANTIES STATED HEREIN ARE IN LIEU OF ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE. BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON HARVEY VOGEL MANUFACTURING CO.'S SKILL OR JUDGMENT WITH REGARD TO THE SUITABILITY FOR ANY PARTICULAR PURPOSE OF THE PRODUCTS SPECIFIED HEREIN. HARVEY VOGEL MANUFACTURING CO. SHALL NOT BE LIABLE FOR DAMAGES, INCLUDING SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH ANY DEFECT IN THE PARTS, EXCEPT HARVEY VOGEL MANUFACTURING CO. AGREES TO REPLACE DEFECTIVE PARTS UNLESS SUCH DEFECT ARISES OUT OF A DESIGN OR SPECIFICATION PROVIDED BY BUYER.

15. INDEMNITY Buyer shall indemnify Harvey Vogel Manufacturing Co. against and hold Harvey Vogel Manufacturing Co. harmless from any and all claims, actions, damages, including reasonable attorneys' fees, obligations, liabilities, and liens (including any of the foregoing arising out of or imposed under the doctrine of "strict liability"), arising out of the manufacture, purchase, lease, possession, operation, condition, return or use of the parts, or by operation of law, excluding, however, any of the foregoing resulting from culpable negligence or willful misconduct of Harvey Vogel Manufacturing Co. Buyer agrees to fully indemnify and hold harmless Harvey Vogel Manufacturing Co. from any such claims, actions or damages, including reasonable attorneys' fees and costs incurred in defending such actions, to the extent such claims, actions or damages arise out of a defect contained in the specifications or blueprints provided by Buyer to Harvey Vogel Manufacturing Co.
16. MINNESOTA LAW Minnesota law will be applied in interpreting any questions concerning this transaction and any claims there under. Any action commenced by Buyer arising out of this transaction shall be in a state or federal court in Minnesota.