

# TERMS AND CONDITIONS

## 1. PRICES:

- Prices are based upon the quantities shown to be shipped at one time, to one location, F.O.B. origin, unless otherwise noted.
- Orders for other quantities are subject to price adjustment or a setup charge.
- Prices are valid for 30 days from date of quotation, unless withdrawn sooner.
- Quoted prices do not include sales, privilege, use, excise, personal property or any other tax, federal, state or local, whether initially payable by Seller or Buyer.
- Orders cancelled by buyer may be subject to a cancellation charge, commensurate with Seller's incurred costs.

## 2. ACCEPTANCE:

- All orders are subject to Seller's acceptance.
- Unless otherwise specified, production and shipment of ten percent (10%), more or less, of the quantity ordered may be considered a completed order and will be invoiced accordingly.
- Title to goods and risk of loss passes to the Buyer upon delivery to the carrier.
- Delays in filling of orders or delivery of material occasioned by strikes, fires, accidents or other causes beyond our control, including government action, shall not result in our liability to the buyer or to any other person.
- Our "Acknowledgement" and our "Terms and Conditions" of the goods and services stated becomes the exclusive agreement between the parties despite any terms or conditions stated on the purchase order that may differ from our terms or conditions.

## 3. SPECIFICATIONS:

- Special marking or packaging is not included.
- If accurate and legible prints are not provided, such prints will not be considered part of the requirements for the parts.
- Unless otherwise listed, part tolerances shall be RMA A3 and flash tolerances shall be RMA T.063.
- Exceptions called out on this quotation shall be considered part of the requirements if the product is ordered.
- The items covered by this quotation shall not be subject to any specifications, express or implied, except as specifically outlined in this quotation.
- Test reports are not included, unless requested by the Buyer prior to order acceptance by the Seller. Unless otherwise noted, costs of all tests shall be the responsibility of the Buyer. Invalid specifications shall not apply. Unless the Buyer, at Buyer's expense requests test reports, materials produced from formulas that have been developed to meet the specifications shall be considered acceptable.
- The seller reserves the right to alter materials, processes and formulations within the limits of the specifications outlined on this quotation, unless otherwise specifically arranged and agreed to by both Buyer and Seller.

## 4. WARRANTIES:

- Liability is limited to replacement of products or materials, not including costs of removal, installation, repairs or legal costs. We do not have control of the product or material use, we offer no warranty.

## 5. TERMS:

- Stenographic and clerical errors are subject to correction.
- With approved credit, terms are Net, 30 day, unless otherwise specified. Overdue accounts are subject to a service charge of 1½% per month on the unpaid balance.
- When items are made to Buyer's specifications the Buyer guarantees that no valid patent has been or will be infringed by the manufacture, sale or use of any item covered by this quotation, and the Buyer agrees to defend, at its own expense, every suit brought for any infringement of any patents by reason of the sale or use of any of the items covered by this quotation and indemnify Seller against any and all costs, expenses or damages incurred by reason of any suits or claims for such infringement.
- The Buyer is responsible for inspection and testing of each shipment promptly on arrival and before any part of the goods has been changed from its original condition. Buyer must notify seller within ten days of receipt of the shipment if Buyer alleges product does not meet established specifications. Seller shall have a reasonable opportunity to repair or replace the product, or otherwise correct the deficiency.

## 6. TOOLING:

- If the Buyer provides tooling, parts will be a result of existing mold dimensions, and as such, prints listing conflicting dimensions will not be considered part of the requirements for the parts. Bruckman Rubber Co. reserves the right to inspect and accept Buyer provided tools. Repairs required for Buyer supplied tooling shall be at the expense of the Buyer. Seller will submit repair or replacement cost for Buyer's authorization to proceed with such expenditure.
- Tooling charges are made with the understanding that all tools remain in Seller's possession for the Buyer's exclusive use. Seller agrees to maintain tooling in good working condition without charge during the life of the tool. Seller will retain any tooling contingent upon Buyer paying all accounts due to Seller. Buyer shall have risk of loss on all tooling and shall insure it. Upon written request of Buyer, Seller may insure tooling at the cost of Buyer. Tooling may be disposed of by Seller after thirty (30) days written notice to Buyer, at the last known address of Buyer, if the tooling has not been used for a period of three (3) years.
- Customer owned tooling shall be treated in the same manner as our own. It will be identified by BRC part number. To protect all parties, buyer must submit proof of ownership before return.

## 7. MATERIALS PROVIDED BY BUYER:

- If buyer provides materials, buyer shall provide suitable materials in quantities 5% in excess of order amount to allow for rejects.
- All materials shall be provided FOB, Hastings, NE.
- Buyer shall have the risk of loss of materials provided and shall insure them. Upon written request of the Buyer, Seller may insure materials provided by the Buyer, at the cost of Buyer.