

Accurate Gasket & Stamping Inc.

2780 S. Raritan St.
Englewood, CO 80110
303-339-1240 or 303-339-1245 fax
www accurategasket.com
sales@accurategasket.com

TERMS AND CONDITIONS OF SALE

BUYER("Customer"), BY ORDERING ANY GOODS AND/OR SERVICES FROM ACCURATE GASKET AND STAMPING, INC.("Company"), OR ANY D.B.A. OR DIVISION THEREOF, AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

GENERAL

Materials and product selection is the sole responsibility of the Customer. The Company may supply the Customer with information from manufacturer's tests and other industry sources deemed reliable; however the Company does not and will not recommend materials or in any way, or convey any warranty, whether expressed or implied. Since installation and use of all parts and products sold is beyond our control we cannot guarantee the results, whether or not such use is in accordance with directions. We disclaim any responsibility. Materials should never be selected when parameters, such as temperature and pressure, are at the maximum listed. Improper selection and use of materials and gaskets could cause property damage and/or serious personal injury, and is the responsibility of the Customer. Products are not guaranteed for any specific length of time or measure of service, but are warranted only to be free from defects in workmanship and material, and all goods shall be subject to Company's normal manufacturing tolerances. This disclaimer includes part and/or material change or alteration at any time after production, which includes but is not limited to: shrinkage, warping, delamination, decay, or any other changes that could be deemed adverse by the Customer. No warranties, whether expressed or implied, other than those warranties herein set forth shall be deemed to have been made by the Company, or relied upon by the Customer. All previous communications whether in the form of engineering recommendations or otherwise, are valid only to the extent herein contained. Price(s) quoted and purchased by Customer is (are) for specific item(s) only. No substitution(s) by the Customer may be made without express written permission from Company. Company reserves the right to substitute quoted manufacturer, model, color, durometer, or any other material characteristic without notice, for non-critical circumstances. Tolerances quoted are industry-standard or RMA Commercial, unless otherwise stated. Company reserves the right to process orders within an industry-accepted over/under quantity range of ten percent (10%). No additional material, such as roll-ends, drop-outs, centers, slugs, or any other material used in the production of Customer's part(s) which may be considered scrap material, will be considered part of the purchase price, and will not be included with part(s).

QUOTATIONS, PRICING, TERMS and PAYMENT

QUOTATIONS AND PRICING: All quotations, whether written or verbal, expressed or implied, are subject in their entirety to these Terms and Conditions. Unless otherwise stated, prices are valid 30 days from date of quotation. All prices quoted are subject to change, after date of validity, without notice unless otherwise specified.

TERMS: Customer, by authorizing production or services quoted, whether verbally or in writing, agrees to these Terms and Conditions in their entirety, which supersedes all other terms and conditions from Customer or any other party. Payment in full is expected at time of delivery (C.O.D.), unless otherwise expressly stated.

PAYMENT: Customer is responsible for payment of the total invoice amount within the stated payment terms. Failure of Customer to pay in full, regardless of prearranged payment terms, may result in withholding of up to the entire order until Customer pays in full, or may result in collection proceedings and/or litigation. Any and all charges and fees associated with the collection of moneys owed to Company will be the responsibility of the Customer, including attorney's fees.

SHIPPING

Unless expressly stated, all outbound freight is F.O.B. our dock. Company will select shipping method based on economy and convenience. Special shipper and shipping methods required by Customer will be expressly requested no later than at time of order placement.

SERVICE CUTTING

DEFINITION: Any application, process, procedure, treatment, or other modification performed on a part, component and/or material that is paid for and/or supplied by the Customer to Company. PROVISIONS: (1) Customer accepts that Company is conscientious with the handling and use of Customer's material and any other items entrusted to Company, and therefore holds Company harmless from all claims arising from said handling, usage, and order processing. Liability of Company is limited to workmanship only. (2) Web Usage: During the normal course of order processing, material between produced parts, known hereafter as "web," will be sacrificed. Web sizes vary with material selection, material thickness, shape of the part(s), and quantity. Web usage is an industry standard, and will be considered part of the produced part. Company reserves the right to determine reasonable web usage for optimal order processing. (3) Customer relieves Company from liability from excess material usage that Customer may feel has occurred in the normal course of order processing. (4) Customer accepts that Company will not be held liable for problems, material usage or any other cost or inconvenience relating to unknowns due to an untested new material, process or a combination thereof: prototype fabrication, new fabrication, Customer's error(s), or any unforeseen circumstances. (5) Any service cutting using Customer-supplied tool(s) will be subject to the requirements set forth in the "Customer-Supplied Tooling" section (see below). (6) All material scraps (i.e. dropouts, discards, leftovers, and/or remains) will not be returned to Customer and will be disposed of at the discretion of Company unless requested by Customer in writing at time of order placement. If requested by Customer in writing, only material of reasonable proportional sizes will be returned. Labor charges may apply. Web will not be returned under any circumstance.

SETUP FEES AND OTHER NON-RECURRING CHARGES

Any setup fee ("setup fee"), tooling charge ("tooling"), one-time setup fee ("OTSUF"), non-recurring setup fee ("NRS fee"), or any other non-recurring charge not specified for an item sold (such as "die" for the purchase of a die), is for additional goods and/or services required to produce the goods and/or services required by the Customer, and is payable and due with all other charges for proper account credit. Any and all fees are not necessarily related to a tool, material or any other tangible asset ("items"), and may be for any and all other charges and expenses for the purposes of completing a job, such as engineering fees, print interpretation, machinery setup and adjustment, and/or other time compensation, and therefore is not considered compensation for tangible items or assets. Customer has no ownership to any of these items, and therefore has no rights or responsibilities associated with these items. Ownership, maintenance, repair, and all responsibility related to items used or associated with a job is the sole possession of the Company.

PROGRAM FEES AND OTHER RECURRING CHARGES

Some manufacturing methods and applications required for order processing may include programming charges, programming fees and other recurring charges. These methods may include, but are not limited to, waterjet cutting, laser cutting, cnc-controlled processes, and other computer-controlled processes. Any and all charges relating to these fees are due and payable in accordance with the above stated "Terms and Payment." Unless expressly stated otherwise (which may include verbiage such as those described therein under "Setup Fees and Other Non-recurring Charges"), any and all charges and fees may be recurring. These recurring fees may include charges such as "Programming Charge," "Program Fee," or another term to describe the fee.

CUSTOMER-SUPPLIED TOOLING

DEFINITION: Tooling or equipment associated with any item produced for, or service provided to, a Customer in which any part of the production or service involves non-Company-owned tooling or equipment(including all types of dies). PROVISIONS: (1) Customer accepts that Company is conscientious with the handling and use of Customer's tooling entrusted to Company, and therefore holds Company harmless from all claims arising from said handling and usage. (2) Company is not responsible for tolerance or

quality issues relating to said products and/or services. Any part or service produced with Customer-supplied tooling, regardless of tolerance or quality, will be the property of the Customer's for which Company will be fully compensated. (3) Company is not responsible for the condition of the tooling at any time, from receipt to return of the tooling. Any repairs, sharpening or alteration needed, before, during or after production, will be the responsibility of the tool's owner. Customer holds Company harmless from defective parts produced resulting from defective Customer-supplied tooling. (4) Tool's owner is liable for any damages or injury to machine(s), or person(s), or material(s) associated with use of said tool. (5) Customer-supplied tooling will be returned to Customer following the completion of job(s) at Customer's expense. Company may store Customer's tool(s) at the request of the Customer. (6) Company is not responsible for Customer's tool(s) while on the premises, either while in production or at any time while in storage. This includes any damage to tool, loss or theft. Tool(s) in transit are the tool owner's responsibility. (7) Any Customer-supplied tool used for service cutting shall adhere to the requirements set forth under the "Service Cutting" section (see above).

PAYMENTS, CREDITS AND RETURNS

All sales are final. Company is not responsible for items to be picked up left over 30 days. At the discretion of Company, some items that are considered a standard stock item may be returned within 30 days from receipt of item(s); in that event, a 30% restocking fee will apply. In the event there is belief that an error has been made, within 30 days from receipt of item(s), Customer must notify Company and all items in question must be returned to Company for investigation. Only upon investigation of the transaction and the return of the items in question will a determination be made as to what, if any, remedy will be offered. Any invoice held by Customer over 30 days is considered irrevocable acceptance by the Customer, and voids any dispute thereafter. All unpaid balances beyond 30 days, unless otherwise previously agreed to in writing, are subject to 18% annual interest and collection fees, including attorneys fees and court costs, and will be paid by Customer. Returned check charge is \$25.00.

Revised: 2/13/04

I _____, representing _____, have read and agree to the
Print name Print Company

above Terms and Conditions. X _____ (Signature) _____ (Date)