

Terms and Conditions

1. **AGREEMENT.** This proposal is open for acceptance within thirty days only, and is subject to change at any time before orders are accepted by us. This quotation is based upon current material prices and labor costs. We reserve the right to change prices quoted in accordance with the changes in the prices of material and the cost of labor on date of delivery. This proposal and our acceptance of your order, will be binding upon us upon terms that will indemnify us against all loss. When your orders contain printed or stamped provisions inconsistent with the written, printed or stamped provisions of our proposal, our proposal shall prevail. Clerical errors are subject to correction. Prices are subject to any city, county, state or Federal Taxes, which are or may become effective and are based on continuous operation of the dies in the quantities specified. If quantities are reduced or productions held up or interrupted by you. Castings or finished products will be subject to extra charge for the loss involved. Re-orders for castings or finished products previously made are considered as placed under the same terms and conditions as the original contract, except for such price changes as may be necessary, when such orders are not placed pursuant to a formal proposal and acceptance. Quotations are open for acceptance thirty (30) days from issuance. After 30 days prices and terms are subject to change without notice unless otherwise specified. In the event of customer's cancellation of order, customer shall reimburse us for work completed and work in process and for tooling and engineering expenses incurred in connection in such order and any lost profit.
2. **DELIVERIES.** Deliveries of samples and products are contingent upon strikes, fires, floods, wars, accidents, delays of carriers or other causes beyond our control. As we cannot predetermine rejections by our inspection or spoilage, we have the right to manufacture and ship and you will accept, ten percent over or under the number of parts ordered by you. We assume no liability for any loss or damage to merchandise or material while in transit to or from our factory, whether in trucks or vehicles owned by us, the customer or any third person acting in our or the customer's behalf.
3. **ALLOY, FINISH, MACHINING.** Castings will be furnished from the material specified in this proposal, and will be furnished with a smooth and natural finish, as they come from the dies, overflows and gates being removed by us. Unless otherwise specified, finishing operation such as trimming, machining, drilling, tapping, reaming, assembling, etc., or polishing, buffing, electro-plating, enameling, painting. Etc., are not included.
4. **PACKING.** Unless otherwise specified cast parts will be bulk packed in amounts and size of container deemed practical by us. If you require a special carton or packing or if such packing or carton becomes necessary, the cost of such cartons or packing will be charged to you.
5. **DIES AND TOOLS.** Dies, tools and fixtures will be held by us at your risk. Customer assumes all liability for their tooling as we do not insure customer tooling. Dies, tools and fixtures built by us will be kept in working condition for production by us during the normal life of same. We will perform routine cleaning and inspection on dies and trim dies as required to keep them in good working order. We will also repair any die, trim die or fixture which was damaged by us at no cost to customer. Customer is responsible for the cost of ongoing tool maintenance and repair required due to normal use of tooling. Examples of normal charged maintenance items include but are not limited to: flash repairs on swiping shutoffs, worn out features due to "zero" or minimal draft conditions, worn SPC/CC features, worn or damaged ejector pins & ejector pin holes, worn cores & core shutoffs, flash repairs on complex shutoff surfaces, extra maintenance required on Chinese built tooling and ALL maintenance costs on customer supplied (takeover) tooling. Furthermore, we are not responsible for any casting quality issues from dies and trim dies that have been supplied (takeover) to us by customer. Dies, tools and fixtures are built to the highest standards and workmanship typical at the time the tools were built. We are not responsible for casting quality issues resulting from evolving customer quality criteria which may render their tooling incapable of meeting evolving criteria. Any tooling costs required to bring parts into conformance to evolved standards are the responsibility of customer. Customer tooling is subject to any existing Federal or Trade Codes and to lien in our favor all sums due for the cost of building, revising, repairing or preparation and any all other claims which we may have at any time against you, all of which sums and claims shall be paid and discharged before we shall be required to deliver such dies, tools and fixtures. When, tools or dies built by us are paid for, they become the property of customer, but dies, tools fixtures not used for three or more years may be scrapped after providing advanced notice. Ownership of dies, tools and fixtures will be governed by the Dies and Molds Ownership Transfer Act 765 ILCS 1053/1.
6. **PATENTS.** If parts produced in your behalf infringe or are claimed to infringe letters of patent or copyright, under which claims are made against us, you assume full responsibility for everything done by us on such parts and agree to indemnify us and hold us free of any and all losses including expenditures made or incurred for judgments settlements, attorney's fees, litigation, negotiation, and any and all losses and disbursements directly or indirectly resulting there from.
7. **PAYMENTS.** Customer hereby agrees that we have a lien on any mold, tool, inserts, components, materials and merchandise in our possession for the amount of the unpaid account, whether or not due or payable. After an account has been delinquent for three (3) months, we reserve the right and customer consent that we may sell said customers mold and tools and parts made there from, and the customer will reimburse us against any loss or damage resulting from infringement of patent or trademark as a result thereof. A service charge in the amount of lesser of 1-1/2% per month (18% per annum) or the maximum allowed by law will be added to all invoices that are thirty (30) days past due as of the tenth of the following month.
8. **MISCELLANEOUS.** To the extent otherwise not provided above. Section 8-Commercial Practices of the North American Die Casting Association Products Specification and Standards shall control. Customer shall be responsible for furnishing any special gages (non-standard) needed in the inspection process. Such gages and gaging methods must be agreed upon in writing in advance by us and our customer.
9. **LIMITATIONS OF LIABILITY.** Force Majeure: Except for the payment of money, neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent that delay or failure is caused by causes beyond its control ("Force Majeure Conditions"), including, but not limited to, fire, flood, tornado, hurricane, explosion, acts of terrorism, war, strike or labor availability, embargo or blockade, government requirement, civil or military authority, act of God or nature, availability of materials, act of omission of carriers or suppliers, legal restriction, or power, communication, satellite or network failures, or other similar causes.
10. **LIMITATIONS OF LIABILITY.** Product Liability: Products are made to the specification of the customer. The customer waives all potential claims based on product liability.
11. **ALLOWANCE/SURCHARGE.** We reserve the right to apply allowances/surcharges to quoted prices to cover variances due to changes in our costs related to metal, components, energy and/or other items not directly within our control. Allowances will be applied to invoices at the time of billing unless other arrangements are made.
12. **PROMOTION.** Unless otherwise agreed, we reserve the right to use photos, sketches and other representations of customer products and tooling for the purposes of marketing and advertising.
13. **INDEMNIFICATION.** Cast Products, Inc. does not offer its customers indemnification or insurance of any kind.
14. **MEETINGS.** Design, Quality and Tool Kickoff meetings are a normal part of doing business as long as they are short and concise in length. However, meetings and "special" requests that exceed what is "normal" will be subject to additional service charges.
15. **ADDITIONAL SERVICES.** Requests for additional services not shown on quotation are subject to additional charges.
16. **QUALITY LEVELS.** Cast Products follows the ANSI/ASQ Z1.4-2008 guidelines for attributes at 1.5 AQL. Variable dimensional measurement and frequency must be coordinated and agreed to with customer. If more stringent plans such as "Zero" defects are required, CPI will quote accordingly.
17. **DEFECTIVE MATERIAL.** Minor surface imperfections and blemishes are normal in die casting and shall not be cause for rejection unless agreed upon in writing. We agree to replace or issue credit for, at our option, all defective parts which have not been altered, machined or finished by customer, providing claim is made in writing within 30 days after receipt of parts. We will not be held responsible, nor will claim be allowed for the cost of labor or charges of any kind incurred outside our shop including transportation costs or other losses resulting from such parts. In order to assert a claim against us, customer must provide representative defective samples of material or merchandise processed by us for our inspection. No claim shall be allowed until such inspection is performed by us. We do not have technical knowledge relating to the end product of the many industries we serve, therefore, we specifically deny any liability for any damages other than those specified herein. We are not responsible for the failure of a die casting in a customer's product if the part furnished to the customer meets the prescribed specification. We make no warranties or representations, express or implied as to workmanship, performance, quality durability, fitness for purpose or merchantability for any of the articles we process. This disclaimer is for all liability including, among other, liability for consequential, incidental and special damages. The only warranties applying to such articles are those which are written and are specifically provided by us. THE WARRANTY EXPRESSED IN THIS PARAGRAPH 16 IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OR MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.
18. **SAMPLE SUBMISSIONS.** Upon completion of the dies, sample parts will be submitted for approval. It is understood that the parts made in accordance with such samples as approved, are to be considered as made in compliance with specifications and acceptable to you. Any changes made to original specifications, after dies are started, are subject to charge for the cost of extra tool work so involved. Once samples and related inspection documentation are submitted, any requested changes and/or additions to documentation that was not included in the scope of work, will be subject to additional charges. Requests for additional QC labor/services such as GP12, EPC not specified on quotation are subject to additional charges. If tooling is not paid within 10 days of agreed upon terms, no additional samples or submission documentation will be provided and no additional work will be done to that tooling until payment is made in full. Customer shall be responsible for furnishing any special gages (non-standard) needed in the inspection process. Such gages and gaging methods must be agreed upon in writing in advance by us and our customer.
19. **TAKEOVER TOOLING:** Takeover tools are accepted and run on a "what you see is what you get" basis. Production prices are subject to change based on actual tool performance and/or part weight. After we inspect incoming tooling and prior to running, customers will be notified of any required up front tool or machine modification charges. Additional charges may also apply if the tooling requires modification in order to meet print specifications.