



ALUMINUM CASTINGS & MACHINING

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Terms and Conditions of Sale

1. Agreement Terms: Regardless of terms requested on the customer purchase order, terms listed here and on represent our entire agreement and will apply to all purchase orders unless modified in writing by Cast Metals President or Vice President. Cast Metals Technology's acceptance of a Purchase Order shall not be construed as an acceptance of any terms or conditions contained in any such document.

2. Metal Surcharge: Pricing is figured upon actual current cost of materials. A surcharge to adjust the quoted or current price to price at month of shipping may be made at billing time.

3. Actual vs. Estimated Weight: Quotations are figured on using estimated or provided casting weights. Pricing will be based on actual casting weights.

4. Foundry Tolerances: Castings will be produced to standard Aluminum Castings tolerances unless otherwise agreed to in writing.

5. Customer Tooling, Drawings, & Property: Cast Metals Technology will not be liable for the loss or damages to customer tooling, drawings, or property caused by fire, theft, or other causes beyond our control. Insurance coverage for customer property in our possession is solely the customer's responsibility.

6. Tooling: If Cast Metals constructed tooling and it was not made to correct drawing specification it is the responsibility for Cast Metals Technology to repair or replace the tooling - at no cost to the customer. If the tooling is provided to Cast Metals Technology by the customer and the tooling is not to drawing specification, it is the responsibility of the customer to pay the cost and any transportation to repair or replace the tooling. Tooling storage and handling is subject to change and will be quoted separately.

7. Payment: Payment terms are net cash thirty (30) days unless otherwise agreed upon with the customer. Cast Metals Technology reserves the right to retain tooling on accounts with outstanding balances.

8. Taxes: Taxes are the responsibility of the customer and are not included in the price.

9. Warranty and Disclaimers: Cast Metals Technology warrants castings against defects. It is a condition for this warranty that you notify Cast Metals Technology if the defect or damage is the result of normal wear and tear, improper maintenance, neglect, misuse, accident, or operation under abnormal conditions.

Our liability for defective castings shall be limited to repairing or replacing, at our option, the defective castings. It is a condition for this warranty that you notify Cast Metals Technology of the defect within 1 year of delivery date regardless of the date of discovery of the defect. The replacement or repair of the defective goods will be made F.O.B our plant and no allowances will be made for machine work, transportation, installation, or other charges. The repair or replacement represents our sole and exclusive liability for any defect or failure of the goods, whether liability is based on contract, warranty or tort, and in no event shall our liability exceed the price of the order. Claims of error in number or weight must be made within ten (10) days of receipt.

Except to the extent that the descriptions of size, quantity, and type, which may appear on the reverse side hereof, may be construed as express warranties under applicable state laws. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AND THERE ARE

NO IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Cast Metals Technology SHALL HAVE NO LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFIT OR REVENUE AND DAMAGES OCCURRING TO ANY PERSON OR TO ANY OTHER PART, COMPONENT OR PROPERTY ARISING OUT OF THE INSTALLATION, OPERATION, USE, MISUSE, NONUSE, REPAIR OR REPLACEMENT OF SAID GOODS, OR DUE TO THE USE OF ANY METHOD OF PROCESS FOR WHICH THE SAME MAY BE EMPLOYED. You shall assume and indemnify us from any loss (including the cost of defense) due to claims of injury to person or property arising out of your installation, possession or use of these goods.

10. Patent Infringement: Cast Metals Technology produces castings to customer specifications. It is the customer's responsibility to defend Cast Metals Technology against any patent infringement claims.

11. Title and Risk of Loss: Title passes to customer at F.O.B. point. Customer will be responsible if losses occur after F.O.B. point.

12. Delivery Delays: Cast Metals Technology shall not be liable to customer for any loss or damage suffered by customer, directly or indirectly, as a result of our failure to perform, or delay in performing, any term or condition hereof, where such failure or delay is caused by fires, labor troubles, including strikes and lockouts, wars, embargoes, Government regulations, interruptions of or delay in transportation, accidents, explosions, acts of God, or other causes of like or different character beyond our reasonable control. Cast Metals Technology is not liable in any event for any special or consequential damages caused by any delay in delivery.

13. Certifications: Chemical and mechanical certifications will be made available, and customer will be charged separately, if specifically requested on customer purchase order.

14. Packaging: All crates, skids, or packaging materials will be charged separately unless otherwise agreed to with customer.

15. Miscellaneous: Not enforcing some or all of these terms and conditions doesn't mean Cast Metals Technology waives our rights to enforce them. Customer purchase orders are firm. If a PO is canceled, it must be in writing. If customer cancels the PO, and if Cast Metals Technology accepts, customer will be charged for the unpaid castings shipped and in process and any special materials and equipment that was purchased for order. Customer cannot return castings for credit without prior written approval from Cast Metals Technology. Prior to returning castings, customer must contact Cast Metals Technology for a Returned Material Authorization (RMA) number.