All quotations and all sales are made subject to the following terms:

1. PRECEDENCE OF TERMS AND CONDITIONS. No variance between the terms and conditions contained herein from terms and conditions provided by Purchaser shall bind Curto-Ligonier Foundries Co. (Seller) without prior written consent. An order acknowledgement provided by Curto-Ligonier Foundries Co. of a customer’s purchases order does not constitute an agreement to terms and conditions accompanying the purchase order.

2. LAPSE OF QUOTATION. The quotation is firm for a period of 30 days. Typing or clerical errors contained therein may be corrected. Changes in design or specifications or shipping dates after the date of this quotation may change the quotation. Changes in design or specification or shipping dates after orders are placed must be by written mutual agreement. Seller will not assume liability greater than the amount of our billing.

3. FREIGHT CHARGES AND RISK OF LOSS. All castings shall be shipped F.O.B. Seller’s warehouse unless otherwise stated. Risk of loss shall pass to Purchaser as each shipment is delivered to the carrier.

4. TOLERANCES. Our standard tolerance is ±0.030 up to 12”. Over and under shipments of 10% will be accepted unless otherwise agreed. No operations shall be performed on castings such as X-raying, machining, or anodizing unless stipulated in this quotation.

5. CUSTOMER PATTERNS. Castings made from patterns furnished by Purchaser will be per pattern unless checking to print is ordered. Patterns and customer supplied tooling/fixture in our plant shall be covered by Purchaser’s insurance and may not be removed without the approval of our credit department.

6. PATTERN LOSS OR DAMAGE. Seller shall not be responsible for loss or damage to Purchaser’s patterns unless caused by the negligence of Seller. Purchaser should carry its own insurance on its own patterns.

7. CHANGES AND CANCELLATION. No changes in or cancellations of orders shall be effective unless proposed in writing to, and accepted in writing by, Seller. Any work done or costs incurred by Seller prior to acceptance of such change or cancellation shall be paid by Purchaser.

8. REJECTION OF MATERIAL. In the event that Purchaser’s offer to purchase makes the merchandise set forth herein subject to Purchaser’s inspection and rejection, Purchaser shall, within 15 days from the delivery of the merchandise to Purchaser by the carrier, notify us of any part or portion which Purchaser desire to reject. Purchaser may reject only merchandise not conforming to Purchaser’s order. Rejected merchandise may be returned only after inspection by us and upon receipt of definite shipping instructions from us. In no event shall Seller be liable with respect to materials furnished pursuant to Purchaser’s order, beyond replacing any defective material furnished.

9. SAMPLE CASTINGS. Sample castings must be approved in writing. Shipments of castings for Purchaser’s account shall be inspected promptly so that the foundry is advised of complaints and necessary changes or corrections may be made promptly in production.

10. SHORTAGES. Shortages must be reported upon receipt of castings. No castings may be returned to us until Seller have reviewed the claimed defects with Purchaser’s engineers. No castings can be accepted for credit after 30 days from delivery.

11. WARRANTY. Seller warrants that the material furnished to Purchaser is free from defects in material and workmanship, and Seller make no warranty that the material furnished by us is satisfactory for the purpose, or any other warranty of any sort or nature whatsoever, unless specifically agreed upon between us. In no event shall Seller have any liability of any sort or nature for any consequential, special or contingent damages, including product liability.

12. FORCE MAJEURE. Seller shall not be responsible for any delay or failure in performance if due to or arising from shortages of labor or materials or fuel, breakdowns of machinery, delays in transportation, fires, floods, accidents, explosions, mill conditions, strikes, lockouts, or labor problems of any other kind, Acts of God, war or consequences of war, acts of terrorism, riots, embargoes, and acts of civil or military authorities, and any other circumstance.

13. MISCELLANEOUS. The terms of this order shall be construed, interpreted and governed by the law of the State of Illinois as applied to contracts entered into and performed in such states.

Contracts or orders for castings are subject to acceptance in our office at 1215 N. 31st Ave. Melrose Park, Illinois.

Rev. 2
5/18/2018