

Curto-Ligonier Foundries Co.
General Conditions of Quotations and Sales

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

1. **ACCEPTANCE OF ORDERS.** Customer purchase orders are subject to acceptance in our office at 1215 N. 31st Ave. Melrose Park, Illinois. Curto-Ligonier Foundries Co. (Curto) hereby expressly objects in advance to the provisions of any purchase order which conflicts with the terms and conditions set forth herein. Any acceptance of the Customer order by Curto is made expressly conditional on the Customers acceptance of the terms and conditions set forth herein. These Terms of Sale shall be deemed accepted by Customer upon Curto's receipt of Purchase Order from Customer. No condition stated by Customer shall be binding upon Curto if in conflict with, inconsistent with or in addition to the Terms of Sale, unless expressly accepted in writing by an authorized representative of Curto. In the event of conflict or differences in the terms or conditions of Customer's Purchase Order and the Terms of Sale herein, the Terms of Sale shall govern.
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. Curto will not assume liability greater than the amount of our billing.
3. **PAYMENT TERMS.** Payments off all amounts due shall be made no later than the due date as indicated on each invoice under the heading "Terms" Amounts in default under Terms will be subject to a late payment charge from the date of default. Should it be necessary to assign account balance to licensed collection agency or attorney for legal action, all subsequent collection charges and legal fees shall be paid by the Customer.
4. **DELIVERY TERMS.** All castings shall be shipped F.O.B. Curto's warehouse unless otherwise stated. Delivery and the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay passes when Curto hands the material over to the freight forwarder or person designated to carry out the shipment at Curto's warehouse.
5. **TOLERANCES.** Curto 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 a quotation.
6. **CUSTOMER PATTERNS.** Curto is not responsible for variations between print and tooling when supplied by the Customer. If requested by Customer, Curto will check tooling to print at Customer's expense. Repairs and changes to Customer tooling will be made with approval and at the expense of the Customer. Pattern storage facilities are provided by Curto for active patterns. Patterns not in use for an extended period of time may be returned to the Customer at the Customers expense or may be subject to storage charges.
7. **PATTERN LOSS OR DAMAGE.** Curto shall not be responsible for loss or damage to Customer 's patterns, by fire or other cause beyond its control. Customer should carry its own insurance on its own patterns.
8. **CHANGES AND CANCELLATION.** No changes in or cancellations of orders shall be effective unless proposed in writing to, and accepted in writing by, Curto. Any work done or costs incurred by Curto prior to acceptance of change or cancellation shall be paid by Customer.
9. **REJECTION OF MATERIAL.** In the event that Customer's offer to purchase makes the merchandise set forth herein subject to Customer's inspection and rejection, Customer shall, within 15 days from the delivery of the merchandise to Customer by the carrier, notify us of any part or portion which Customer desire to reject. Customer may reject only merchandise not conforming to Customer's order. Rejected merchandise may be returned only after inspection by Curto. In no event shall Curto be liable with respect to materials furnished pursuant to Customer's order, beyond replacing any defective material furnished.
10. **SAMPLE CASTINGS.** Sample castings must be approved in writing. Shipments of sample castings shall be inspected promptly so that the foundry is advised of complaints and necessary changes or corrections may be made promptly in production.
11. **SHORTAGES.** Shortages must be reported upon receipt of castings, and Curto given reasonable opportunity to replace missing casting. No castings may be returned to us until Curto have reviewed the claimed defects with Purchaser's engineers. No castings can be accepted for credit after 30 days from delivery.
12. **WARRANTY.** Curto warrants that the material furnished to Purchaser to conform to criteria in the casting print or otherwise agreed to by Purchaser and Curto. Curto 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 Curto have any liability of any sort or nature for any consequential, special or contingent damages, including product liability.
13. **FORCE MAJEURE.** Curto shall not be responsible for any delay, customer loss, 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, foundry 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.
14. **APPLICABLE LAW.** 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.