

Terms and Conditions

1. By acceptance hereof Buyer agrees to the terms and conditions of sale set forth herein and further agrees that the same shall supersede the terms and conditions of the Buyer's purchase order, if any, in all instances where conflict exists.
2. If any terms or conditions hereof shall be invalid or unenforceable, all other terms and conditions hereof shall remain enforceable in accordance with their terms.
3. No modification hereof will be binding on the Seller unless in writing and signed by an officer of the Seller. A waiver by the Seller of any of the terms and conditions of this contract shall not be deemed to be a continuing waiver but shall apply solely to the instance to which the waiver is directed.
4. Orders for goods to be made specially for the Buyer and not customarily carried in stock by the Seller can be cancelled by the Buyer only to the extent of the portion not already manufactured or in process of manufacture at the time of cancellation, and the price applicable to the portion manufactured or in process of manufacture will be the Seller's regular scheduled price therefore in effect at the time of cancellation.
5. If requested in writing by the Seller, the Buyer shall be obliged to furnish any and all blueprints, details, diagrams, patterns or other information required by the Seller in its absolute direction to execute processing of the order. In the event Buyer fails to furnish the requested information, Seller may cancel or delay the order upon notice in writing to the Buyer.
6. Seller will not be liable for the non-delivery of goods or delay in the performance of orders or contracts or in the delivery or shipment of goods or for any damage suffered by Buyer by reason of non-delivery or delay, when such non-delivery or delay is, directly or indirectly caused by or in any manner arises from acts of nature, wars, shortage of materials, or supplies now or hereafter ordered or interruption or delay in the delivery thereof, insufficient or undesirable credit information or experience, plant breakdowns or disability for any cause whatsoever, strikes or other labor disturbances, delays or interruptions in transportation facilities, requirements, regulations or policies of any government, and all other disabling causes or contingencies reasonably beyond the Seller's control. In the case of such delay or failure to perform, for any of the above causes, the Seller may cancel the order upon notice in writing to the Buyer.
7. Delivery shall be deemed to be made as soon as the bill of lading covering the goods is signed, and the goods shall thereafter be at the Buyer's risk. Seller shall not be responsible for goods lost, damaged or delayed in transit or for overcharges in freight.
8. Buyer is to pay any present or future sales, use or excise tax whether Federal, State, Municipal or measured by the receipts therefrom with respect to the material sold, and if not collected at the time of payment, Buyer will hold the Seller harmless.

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9. In the event Buyer fails to fulfill the terms of payment, or in case Seller, in its absolute discretion, shall have any doubt at any time as to the Buyer's financial responsibility, Seller may decline to make further deliveries except upon receipt of cash or satisfactory security.
10. In all cases, users must determine the suitability of Chemetal materials for any particular use and shall assume all risk and liability whatsoever in connection herewith.
11. Since we exercise no control in handling, storage, application and use of these products or the products of others with which they are used in combination, no warranty, expressed or implied, is made as to the results and effect of their use. User must also establish his or her own procedures and verify the finish of any product to be as ordered before use. We recommend testing all procedures before beginning production or installation. Buyer's exclusive remedy for a loss or claim resulting from the use of Chemetal products shall be replacement of product proven to be defective. In no event shall the Seller be liable for any special, incidental, consequential or exemplary damages.
12. All other warranties, expressed or implied, including any warranty of merchantability or that the goods shall be fit for a particular purpose, are hereby excluded. In the event of any claim for which the Seller may be liable, the liability of the Seller, at the Seller's option, shall be limited to replacing the non-conforming goods or refunding the purchase price of that portion of the goods to which the Buyer's claim relates. In no event shall the Seller be liable for consequential damages of any kind, nature and description, including labor charges. Every claim on account of defective goods, whether the defect be patent or latent, short count or for any cause whatsoever, shall be deemed waived by the Buyer unless made in writing within ten (10) days after the receipt of goods to which the claim relates. Under no conditions will returned materials be accepted without the Seller's prior written consent authorizing return of said material.
13. Charges made for dies, tools and patterns invoiced to and paid for by the Buyer do not convey ownership of said dies, tools and patterns from the Seller to the Buyer.
14. If the goods are to be prepared or manufactured to the Buyer's specifications, the Buyer agrees to indemnify the Seller against any liability whatsoever for patent, trademark or trade name infringement in any way arising out of such preparation or manufacture.

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