



CONDITIONS GOVERNING ACCEPTANCE OF QUOTATIONS AND ORDERS THEREUNDER

1. Unless otherwise agreed in writing, or modified on the front side of this sheet, this quotation is made subject to the following conditions, which are usual in the forging industry association.
2. Quotations are for acceptance within 30 days only.
3. Prices are only for the quantities indicated, for production and shipment in one lot, or as near thereto as the seller's production makes possible.
4. Payments are to be made in united states funds or their equivalent.
5. Additions of material for machine finish will be made only where specified by the purchaser.
6. All claims for shortages or damages shall be filed with the seller within thirty days after the date of shipment or shall otherwise be waived. for defective forgings the measure of damages shall not exceed the quoted price thereof and the seller shall not be liable for any consequential damageS.
7. Defective material will be replaced or credited, whichever the seller elects, unless thereby deliveries shall aggregate less than the amount permitted by under-run tolerances, in which event replacements will be made if either the seller or the purchaser so elects.
8. Orders will be accepted subject to approval of the purchaser's credit by the seller at the seller's home office.
9. Orders will be accepted subject to delays occasioned by accident, strike, fire, or other causes beyond the control of the seller.
10. Preparation charges are those required for the initial production of the forgings. Payment of such charges is due and payable upon approval by purchaser of said tools. The payment of such charges does not convey any title or the right of possession. Such payment does convey the right to the exclusive use of any special tools required and to their preservation by the seller for two years only after the date of the last order requiring their use. Such charges are made only for the initial quantity and for the rate of delivery specified of a particular design, the seller to assume all the expenses of up-keep. The charge for any change in design or different rate of delivery will be quoted by the seller upon request.
11. Forgings will be furnished with a natural drop forged surface, without machine work, and within the tolerances for quantity, size, and shape as specified in "standard practices and tolerances for impression die forgings" as adopted by the forging industry association, June 17, 1963, a copy of these tolerances will be furnished to the purchaser without charge upon application to the seller.
12. All quoted prices are subject to the addition of any applicable sales or excise taxes.
13. No liability will be assumed by the seller for the infringement of any patent rights asserted because of the nature, structure or use of any products ordered by the purchaser and the purchaser agrees to hold the seller harmless against any such claim.
14. Quotations are believed to conform to all pertinent government regulations and the contract will be executed in conformity with, and subject to, any government regulations applicable thereto.
15. Prices quoted herein for any materials covered hereby are subject to adjustment by seller in order to conform to seller's prices in effect at date of shipment.