

TERMS & CONDITIONS OF SALE

Glidewell Specialties Foundry Co. Inc, 600 Foundry Rd., Calera, AL 35040

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ALL QUOTATIONS, ORDERS AND CONTRACTS ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS OF SALE

1. **CONTRACT:** Acceptance of a quotation by an order shall constitute acknowledgement of the quotation as written, and any orders with conditions which take exception to the conditions of sale specified by the quotation will not be considered binding upon the foundry unless such changes are agreed to by the foundry in writing.
2. **QUOTATIONS:** Unless otherwise stated herein, this quotation shall expire (60 days) from the date hereof. All orders and contracts are subject to acceptance at Glidewell Specialties Foundry Company's Calera, Alabama office. Unless otherwise agreed upon castings are sold F.O.B. foundry point. When quotations involve making of castings by the piece price, definite weights shall be established and agreed upon and quotations shall be subject to revision on any variation from the established weight. Terms are net 30 days, subject to credit approval. A service charge of 1½% per month on the principal amount of the invoice will be charged for time exceeding 30 days. All prices quoted are in US Dollars unless agreed to otherwise in writing.
3. **SURCHARGES:** Prices are subject to a metal surcharge at the time of shipment to cover any increases in the cost of scrap or alloys, unless agreed to otherwise in writing.
4. **DELIVERY:** Proposed shipping schedules are estimated as accurately as conditions permit at the time of quotation. Schedules are subject to prior sale or acceptance in intervening periods and are contingent upon work load and conditions at time of acceptance or conditions beyond our control. If the customer requires special production service to secure unusual deliveries an extra charge shall be made.
5. **TAXES:** We make no provisions in our quotations for sales, use or other taxes.
6. **INDEMNIFICATION:** The customer assumes full responsibility for design and specifications, the suitability for the use to which they or the castings are to be applied and the foundry makes no warranties of merchantability or otherwise with respect thereto, except as expressly hereinafter provided. The customer agrees to indemnify the foundry against any claim by the customer, purchasers from the customer or others based on defects in such design or specifications. Suggestions by the foundry for changes in the design or specifications are suggestions only and the customer remains responsible for the changes approved by the customer. These terms and conditions shall apply and any terms and conditions in conflict with these on customers order form are specifically rejected.
7. **WARRANTIES:** The seller's warranty against defects in material and workmanship means only that the castings delivered will be free of gates, heads, fins and similar extraneous metal and free of visual defects with dimensions consistent with good foundry practice and within tolerances for Cast Iron and Ductile Iron castings as specified in table 2 of ASTM Specification A47 and meeting the metallurgical specifications. For dimensions greater than shown on the above specifications the same formula as used on the above will be used to ascertain the tolerances. The seller's responsibility under such warranty is limited to replacement of the defective casting without charge if notified of the defect and castings are returned within 90 days after receipt by the buyer unless agreed otherwise prior to acceptance of order. Castings found to be defective may be repaired, replaced or purchase price refunded at seller's option. The seller will not be responsible for defects ascertainable only through radiographic gamma ray, nondestructive or nonvisual testing methods or for castings which fail to meet dimensional tolerances more strict than those set forth in said Date Files and Specifications, unless such requirements are specifically set forth in the purchase order and accepted by the seller. The foundry is not responsible for machine work, welding, labor charges or other loss or damages caused by defective castings unless otherwise agreed to in writing.
- 8.. **PATTERN SUITABILITY, STORAGE &, INSURANCE** Customer must supply pattern equipment that is suitable for our foundry operation; otherwise the charge for changing to suitability must be borne by the customer. When customer furnishes new patterns the foundry should be consulted by the pattern builder as to how suitable patterns are to be built. Foundry is not responsible for variations between blueprints and pattern equipment supplied by the customer. If requested by the customer, pattern equipment will be checked to approve blueprints at customer's expense. . Pattern storage facilities are provided by the foundry for active patterns only. Patterns not used for a period of one year will be returned to the customer or will be subject to storage charges, unless special arrangements have been made with the seller. We carry no insurance on customer's patterns, but active patterns are stored at no charge to the customer. We assume no liability for loss or damage by fire or other casualties to customer's patterns.
9. **PACKAGING:** All freight, drayage, boxing and crating charges on pattern equipment both to and from the foundry will be assumed by the customer.
10. **PATENT INFRINGEMENT:** The buyer of the articles or materials, by the placing of the order explicitly covenants and agrees to assume full responsibility for the infringement or alleged infringement of any patent or patents by the manufacture, use or sale of such articles or materials and to defend at his or its own expense and all suits which may be brought against Glidewell Specialties Foundry Company or its agents on account of such infringements or alleged infringements.
11. **FORCE MAJEURE:** Seller shall not be liable for any loss or damage resulting from prosecution or completion for the work caused by labor disputes, floods, fires, riots, thefts, accidents, inability to obtain necessary labor, materials, components, acts of Government or any other cause which is beyond the reasonable control of the Seller. Seller agrees to notify the Buyer if any of these events occur. Seller shall have the right in the event of the happening of any of the above contingencies, to cancel this agreement o any part thereof without any resulting liability.
- 12.. **GOVERNING LAW:** The sales order, its acceptance, sale of the equipment, and any other matter arising out of the transaction contemplated hereunder shall be governed by the substantive law of the State of Alabama.

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