



Casting Solutions Since 1951

## Standard Terms & Conditions

*These Terms and Conditions shall govern any and all quotations and sales of products by Buck Company, LLC (hereinafter the "Company"). Company may cancel these Terms and Conditions at any time upon written notice to customer (hereinafter "Buyer").*

- 1. Payment Terms:** Payments are due net thirty (30) days from the date of invoice unless otherwise indicated on the invoice. The Buyer may utilize a one-half percent (0.5%) discount if the invoice is paid in full by check, ACH or wire within ten (10) days of invoice date. If payment is not received within thirty (30) days of due date, and unless otherwise negotiated, Buyer will be charged one and one-half percent (1.5%) interest per month, plus all costs and legal expenses incurred by Company in collecting payment. Checks returned due to insufficient funds will be charged back to Buyer's account with a \$25 fee.
- 2. Payment Method:** Company accepts payments made via ACH, wire, check or credit card. For credit card payments, Company accepts Visa, Mastercard and Discover, and does not accept American Express.
- 3. Buyer Information Changes:** Buyer shall communicate any and all of the following to Company in writing, immediately upon occurrence: (i) changes to Buyer's contact information, email addresses, billing or mailing address, or contact personnel; (ii) changes in Buyer's name, entity classification, ownership, or senior management structure; (iii) any material adverse change in Buyer's financial condition, operations, or business; (iv) Buyer becomes insolvent or fails to pay debts as they become due; (v) any proceeding such as a bankruptcy, reorganization, arrangement or readjustment of debt, or receivership is filed by or against Buyer.
- 4. Orders:** If a mixed pattern is requested containing more than one part number, the same quantity of each part number must be ordered. In the event identical quantities are not ordered, Buyer shall accept and pay for quantities greater than or less than ten percent (+/- 10%) per purchase order requirements.
- 5. Shipments:** Shipments and deliveries are subject to prior written approval by Company management. Failure to make timely payment or supply information requested by Company may result in delayed shipments. Company may suspend performance, or require cash payment or adequate security when, in Company's sole judgment, Buyer's financial conditions or other reasonable grounds warrant such action.
- 6. Cancellations:** Once Company has started the manufacturing process, cancellations may not be made without written approval from Company. Buyer shall pay for any work in progress.



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7. **Delivery:** All prices are computed F.O.B. factory and shipped collect unless otherwise agreed upon in writing. Transfer to shipping company shall constitute complete delivery to Buyer. Company is not responsible for loss or damage to castings in transit.
8. **Claims:** Claims for errors in weight or quantity of castings must be made within ten (10) days after receipt. If there is a dispute between Company and Buyer regarding such claims, Company shall be given reasonable opportunity to conduct its own examination of castings at Buyer's location and to use Company's own equipment to test and verify claims. Invoices must be paid in full during any investigation period.
9. **Returns:** Returns are only permitted with prior written approval of Company, in accordance with Company's limited warranty, and must be accompanied by a Return Material Authorization ("RMA"). Company shall not be responsible for labor and other expenses Buyer may incur for returned castings.
10. **Specifications:** Casting tolerances are specified on Company quotation.
11. **Pattern Equipment:** If pattern equipment is supplied by Buyer, final prices are subject to Company examination and approval of pattern equipment.
12. **Force Majeure:** Any sale is subject to delays in execution arising from acts of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo; rebellion, revolution, insurrection, or military or usurped power, or civil war; riot, commotion, strikes, labor disputes, go slows, lock outs or disorder, acts or threats of terrorism; inability to secure supplies or materials; or by any other causes beyond the Company's control.
13. **Liability for Loss:** Company shall not be liable for loss of or damage to patterns by fire or other casualties beyond its control. Buyer shall be responsible for maintaining patterns and tooling due to wear. New patterns or tooling become the property of the Buyer when full payment is made for quoted tooling costs, agreed-upon alterations and cost overruns.
14. **Security Interest:** To secure the due and prompt payment of all monies due for services rendered and castings produced, Buyer grants to Company a security interest in any tooling or pattern equipment supplied by Buyer and stored on Company's property. In the event that Buyer fails to satisfy any liabilities as and when due and payable to Company, Company shall have in respect of the tooling or pattern equipment, in addition to all other rights and remedies arising hereunder or under local law, the rights and remedies of a secured party under the Uniform Commercial Code. Without prejudice to Company's rights under applicable law, the Company shall be entitled, without notice to the Buyer, to withhold delivery of the tooling or pattern equipment, sell, set-off, or otherwise realize upon or dispose of any such tooling or pattern equipment and to apply the money or other proceeds and any other



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monies credited to the Buyer in satisfaction of the liabilities. This includes, but is not limited to, any interest on any such unpaid liability as the Company deems reasonable, and all costs and expenses (including reasonable attorney's fees) incurred by the Company in connection with the sale, set-off, or other disposition of the tooling or pattern equipment.

15. **Patents:** Buyer agrees to defend, protect, and save harmless the Company against all suits at law or in equity and from all damages, claims and demands for actual or alleged infringement of a United States or foreign patent and to defend any suits or action which may be brought against the Company for any alleged infringement because of the manufacture of any such material for Buyer.
16. **Price Increases:** Prices are subject to change at any time due to increase in cost of material and/or labor. Purchase order is accepted at prices prevailing at time of shipment. Material surcharges will apply to each casting order.
17. **Taxes:** Any tax imposed under any present or future federal, state or local law on the manufacture or sale of the articles purchased hereunder, and required to be paid by Company, shall be added to the amount to be paid by the Buyer.
18. **Quantities:** Purchase Orders are considered complete if the quantity delivered is within ten percent (10%) of quantity ordered unless a minimum quantity is specified in writing prior to commencement of manufacturing.
19. **Precedence Over Customer Documents:** These Terms and Conditions constitute the entire agreement between Buyer and Company and take precedence over all prior verbal or written arrangements in connection with Company's products or services. Buyer may not modify or change these Terms and Conditions by sending any documents or terms to Company with an order for products or services. Any such customer documents received by Company at any time, including, without limitation, in conjunction with an order for products, are hereby expressly waived by Buyer, shall be disregarded by Company as it completes Buyer's order, and made altogether null, void, and inapplicable. In the event of a conflict between the terms of a purchase order and these Terms and Conditions, these Terms and Conditions shall prevail except as specifically stated herein.
20. **Choice of Law:** The construction, interpretation, and enforcement of these Terms and Conditions shall at all times and in all respects be governed by the laws of the Commonwealth of Pennsylvania. Any action arising under or relating to these Terms and Conditions must be commenced and maintained in the federal or state courts as applicable in Lancaster County, Pennsylvania.
21. **Limited Warranty:** Company warrants the castings described herein and manufactured by Company to be free from defects in material and workmanship for a period of one (1) year from date of shipment by Company, under normal use and



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service. Company's sole obligation under this warranty is limited to reworking or replacing (at its option), any casting that Company determines is defective, provided that such casting be returned for inspection at Company's factory within three (3) months after discovery of the defect. Company will rework or replace any defective casting without charge for parts or labor. This warranty shall not apply to any casting that has been subject to abuse, negligence, accident, misapplication, or to any casting that has been altered or repaired by anyone other than Company. Other than as stated herein, Company makes no warranty, express or implied, including as to the merchantability or fitness for a particular use, with respect to its castings. Company's sole obligation shall be to rework or replace the casting and it shall not be liable for any damages, whether direct, incidental or consequential, resulting from the use or performance of its castings.

- 22. **Accuracy of Information:** Buyer warrants to Company that all information furnished for the purpose of obtaining credit is true, correct and complete in all respects.
- 23. **Credit References/Check:** Buyer authorizes Company to investigate all credit references and financial responsibility of Buyer.

Agreed to and accepted:

Company Name: \_\_\_\_\_  
Approved By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Authorized Principal/Officer