



# *Corry Manufacturing Company*

## *Quotation Terms and Conditions*

*Unless otherwise agreed in writing, the following terms become a part of any order resulting from this quotation:*

**QUOTATIONS:** All quotations made by CMC are subject to prior sale of the goods, unless otherwise expressly agreed in writing.

**PRICES:** The prices quoted may be changed by CMC without notice in order to reflect prices at time of shipment and any increase in costs. CMC reserves the right to correct any obvious errors in specifications or prices.

**TAXES:** Any taxes which, under any existing or future law, CMC may be required to pay or collect with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of any of the goods or services covered shall, if not separately shown, be added as a separate item to the quoted price and shall be paid by Buyer to CMC on demand.

**QUANTITIES:** Unless otherwise agreed, CMC reserves the privilege of shipping ten percent (10%) over or under the ordered quantity.

**TERMS OF PAYMENT:** Full and final payment shall be due thirty (30) days from the date of each invoice unless otherwise expressly agreed in writing. If the account becomes more than sixty (60) days delinquent and is placed in the hand of a collection agency, Buyer will pay reasonable collection charges; and if placed in the hands of any attorney for collection or suit, Buyer will pay reasonable attorney's fees.

**SUSPENSION OF PERFORMANCE:** If in CMC's judgement reasonable doubt exists as to Buyer's financial responsibility, or if the Buyer is past due in payment of any amount owing to CMC, CMC reserves the right, without liability and without prejudice to any other remedies, to suspend performance, decline to ship, or stop any material in transit, until CMC receives payment of all past due amounts and adequate assurance of future payments.

**DELIVERIES:** Any delivery schedule indicated is based on CMC's present estimate of the time required to ship after receipt of Buyer's order. In the event of any delay in our performance due in whole or in part to any cause beyond CMC's reasonable control, CMC shall have such additional time for performance as may be reasonably necessary under the circumstances. Acceptance by Buyer of any goods shall constitute a waiver by Buyer of any claim or damages on account of any delay in delivery of such goods.

**SHIPMENTS:** Unless otherwise stated, shipment will be F.O.B. Corry.

**CLAIMS:** Any claims on account of quantity, price or non-conforming product must be forwarded to us within thirty (30) days of receipt of shipments.

**LIMITATION OF LIABILITY:** Buyer's exclusive remedy for breach of contract as to any goods, and CMC's only liability for any such breach, shall be replacement or repair of such goods, or repayment to Buyer of the purchase price paid by Buyer for such goods, whichever such remedy CMC shall select, and if CMC elects to repay the purchase price of any such goods and so advise Buyer, Buyer must return such goods to CMC immediately. In no event will CMC be liable for incidental or consequential damages.

**TOOLS, DIES AND FIXTURES:** Tool design is proprietary. Customer owned tooling shall remain on premises at Corry Manufacturing Company, and shall be used exclusively for production of subject parts. Unless otherwise expressly agreed additional tools, dies or fixtures may be developed for use in the production of the goods covered and shall be owned by CMC.

**PATENT INFRINGEMENT:** If any of the goods are to be furnished to Buyer specifications, Buyer agrees to indemnify CMC and CMC's successors and assigns, against all liabilities and expenses resulting from any claim of infringement of any patent in connection with the production of such goods.

**COMPLIANCE WITH LAWS:** Any clause required to be included in a contract by any applicable law, or by any administrative regulations having effect of law, is hereby incorporated herein.

**CANCELLATION:** A contract may be cancelled or modified only by written agreement. In the event, CMC shall be entitled to the agreed purchase price for parts already completed, or to reimbursement of reasonable costs incurred for parts semi-finished or in process. Furthermore, CMC is entitled to reimbursement of any other reasonable expenditures incurred up to the point in time of cancellation. Buyer's insistence upon cancelling, or suspending fabrication or shipment, or Buyer's failure to furnish drawings or specifications when required, may be treated by CMC as a breach of contract by Buyer, and CMC may cancel any unshipped balance without prejudice to any other remedies CMC may have.

**FABRICATION/ASSEMBLY:** We do not warrant or accept responsibility of goods further processed by the Buyer.

**ASSIGNABILITY-CONTINUITY:** Buyer shall not assign this contract or any right or obligation under this contract without CMC's express written consent and any purported assignment shall be void and ineffective.

**FORCE MAJEURE:** CMC shall not be liable for delay or failure to perform in whole or part by reason of contingencies beyond CMC's control, whether herein specifically enumerated or not. Quantities so affected may be eliminated by CMC from this contract without liability.

**APPLICABLE LAW:** This quotation and any resultant order shall be deemed to be made, construed and governed under the laws of the State of Pennsylvania.

**ENTIRE AGREEMENT:** The terms set forth herein constitute the sole terms and conditions of the contract between Buyer and CMC. No other terms, conditions, or understanding, whether oral or written shall be binding upon CMC, unless hereafter made in writing and signed by our authorized representative.