



Our prices are net 30 days F.O.B. our plant. Orders are subject to approval of our credit department with right reserved to change or withdraw credit terms without notice and to terminate any orders when invoices for work done thereon shall have gone unpaid for sixty days.

Claims for shortage or rejections for defects must be made within ten days of receipt of goods. Credit will be rendered on such defective parts after we have had the opportunity to inspect them, provided they are returned to our factory, transportation charges prepaid, within thirty days, and provided they have not been altered or defaced in any way.

Any unpaid account for work done shall constitute a lien on any molds, jigs and fixtures and manufactured parts in our possession. In the event any account remains open and unpaid for ninety days, we reserve the right to use customer's molds, jigs and fixtures to make parts there from, and to sell or dispose of manufactured parts.

Samples submitted shall be deemed approved unless written rejection is received within two weeks of submission.

Manufactured parts will be shipped and billed as they are produced.

Delivery of ten percent more or less than the quantity specified shall constitute fulfillment of this order and any excess not exceeding ten percent shall be accepted and paid for by the customer.

Commercial tolerances, unless otherwise specified, shall be considered plus or minus .060 inches.

We will not be responsible for color or thickness variations in sheets from which fabrications are made, nor for other material variations beyond our control.

Delivery of finished parts depends upon receipt by us of adequate materials. Estimated delivery dates are based upon statements of suppliers and are not guaranteed by us. We assume no responsibility for loss or damage occurring by reason of delay or inability to deliver caused by fires, strikes, accidents, embargoes, car shortages, delays or carriers, insurrection, riots, acts of the civil or military authorities, nor will we assume responsibility for any reason whatever for damages of any kind of failure to deliver at the time specified.

All prices quoted herein or otherwise represent our selling prices; any costs will be added which result from taxes, legal regulations or restrictions now in effect or which may be imposed in the future.

This quotation is made upon the basis of the cost of materials and labor as of the date of this quotation. A change in such costs shall give us the right to alter our prices to reflect such changes in costs.

Orders placed with us not subject to cancellation, change or reduction in amount, or suspension of deliveries except with our consent and upon terms that indemnify us against loss. Unless confirmed in writing all verbal agreements are void.

We will not responsible for changes in design, deliveries or other instructions unless they are furnished in writing. Customer agrees to pay for all molding or tooling changes in design or specifications.

If this quotation covers parts specifically for him, customer agrees to indemnify and hold us harmless against any loss resulting from infringement of patents or trademarks, or from claims of such infringements.

In consideration of the engineering service necessary in the designing of molds, jigs, fixtures and tooling which is not charged for, such molds, jigs, fixtures and tooling being quoted on the basis of labor and material only, and not at their fair market value, such molds, jigs, fixtures and tooling shall remain in our possession for at least one year. Thereafter the customer desiring delivery of such molds, jigs, fixtures and tooling shall pay an engineering charge of twenty-five percent of the original price of said molds, jigs, fixtures and tooling and accept same as is.

We do not carry fire insurance upon molds, jigs, fixtures and tooling built by us for customers or supplied to us by customers, nor do we carry insurance upon raw materials supplied to us by customers. Customers assume all loss, damage or destruction of molds, jigs, fixtures, tooling or raw materials belonging to customer and in our custody and control caused by fire, water, acts of God, strikes, insurrection, riots or by acts of the civil or military authorities, whether or not such loss, damage or destruction was the result of our negligence or misconduct, or that of our agents or employees. Except as herein above stated, we agree to maintain all molds, jigs, fixtures and tooling built by us in working condition for their normal life only, except that our liability in this respect shall not extend more than one year after the completion of the most recent production order.

When requested we will submit suggestions concerning design and construction of parts but we will not accept responsibility or liability for the practicability of these suggestions if adopted by the customer.

This quotation is made under the laws of the State of Minnesota.

-T.O. Plastics

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