Minimum Order
$150.00 minimum order is required for first purchase. Minimum is $50.00 thereafter.

Prices
Prices quoted or acknowledged are based on Sierra Pacific Engineering and Product's (SPEP's) current cost of material and labor.

Delivery
Delivery is subject to delays caused by strike, fire, flood, accident or any other cause beyond the control of SPEP, including delays in delivery of material to SPEP by third parties. Any shipment date specified shall be the date of shipment from SPEP's plant. Shipment dates given by order desk are estimates, unless otherwise indicated.

Will Calls
Will call orders are accepted but they must be called in first. Allow a 4 hour window for a will call order to be processed.

Tooling
Tooling and associated fixtures are held by SPEP for exclusive use of customer who paid for them. Tooling costs paid by Customers represent only a portion of our actual cost. Payment of tooling charges does not convey the right of Customer to remove tooling from our premises. SPEP shall maintain tooling at no charge to Customer, for as long as tooling remains active. Any tooling not used for period of two years shall be considered inactive. Any tooling changes requested by Customer after creation of tooling has begun, shall be at the additional expense of the Customer.

Toolmade Samples
For some items, SPEP will agree to (at time of order) provide a reasonable number of off tool samples which will be submitted to Customer for approval. In cases where such samples are made, production will not begin until Customer sends SPEP written approval of said samples.

Over/Under Runs
Unless otherwise specified, Customer agrees to accept over-run or under-run not exceeding 10% of quantities ordered.

Tolerances
In the absence of specific requirements which have been specified and agreed upon by SPEP, commercial tolerances and custom usage in manufacturing practices in the stamping industry shall be applicable.

Changes
Changes requested by Customer after production has commenced will convert the order to a time and cost of materials basis unless SPEP and Customer have agreed in writing to a revision of price to reflect the cost resulting from such changes. No changes may be made without SPEP's prior written authorization.

Extra Charges
Extra charges will be made for work performed by SPEP if the same is not included in SPEP's quotation and is not shown on Customer's blueprints or specifications upon which SPEP's quotation was submitted.

Errors
SPEP reserves the right to modify items in the catalog at any time. Clerical errors are subject to correction at any time.

Designs
SPEP will not be responsible for product performance where the product is manufactured in accordance with Customer's design, prints or specifications.

Payments
SPEP standard payment term is Net 30, or Net 10 if paying by credit card. Any deviation from that must be mutually agreed upon in advance. SPEP reserves the right to suspend production at any time and to withhold deliveries of any or all goods ordered if any payment to be made by Customer has not been made promptly as agreed.

Blanket Orders
All blanket orders must be accepted within 12 months following receipt of the first shipment.

Transportation
In the absence of specific shipping instructions, SPEP will use its own discretion in choice of method of transportation and carrier. SPEP assumes no responsibility for insuring shipments unless specified by Customer, in which event such insurance shall be based on Customer's valuation and at Customer's expense. All claims for damage and loss, whether apparent or concealed, shall be filed by Customer with the carrier. SPEP assumes no responsibility for any such damage or loss. SPEP assumes no responsibility for transportation delays. Shortages and/or damage must be noted at time of delivery.

Cancellation
Any order placed with and accepted by SPEP may be canceled only with the written consent of SPEP, upon payment of all expenses already incurred on the order by SPEP prior to the effective date of cancellation.

Patents
It is not the intention of SPEP to knowingly manufacture any product which infringes on any patent. Parts are made by SPEP strictly in accordance with specifications furnished by Customer or commercial standards of the stamping industry. Customer will indemnify SPEP and hold it harmless from any and all damages and expenses, including reasonable attorney's fees, involved in any claim for infringement of patents by reason of the use or sale of parts made by SPEP, whether used separately or as part of a larger unit or complete entity.

Attorney Fee Clause
If either party files any action or brings any proceeding against the other arising under these conditions of sale, then the prevailing party shall be entitled to recover as an element of costs of suit, reasonable attorney's fees to be fixed by the court.

Limited Warranty
SPEP warrants that its products purchased under these conditions of sale shall be in accordance with SPEP's specifications and free from defects in material and workmanship for a period of 120 days from the date of delivery to Customer. Products which are thought to be defective will be accepted only upon the prior approval of SPEP and the issuance of an R.M.A. number. SPEP reserves the right to inspect products prior to issuing an R.M.A. If products are found to be defective, products will be returned at SPEP's cost for replacement or refund. This warranty does not apply to products which have been subject to improper use, accident, negligence, abuse, misuse, improper installation, wear or deterioration due to environmental conditions or failure to adhere to SPEP instructions. SPEP does not assume, nor shall it be responsible for, the cost of removal and/or re-installation of the products, the cost of returning any products for repair or replacement except as set forth above, or any other incidental costs which may arise as a result of any defect. **THIS WARRANTY IS EXPRESSLY GIVEN IN LIEU OF ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND AND IS IN LIEU OF ANY IMPLIED WARRANTY INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SPEP SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE DIRECTLY OR INDIRECTLY ARISING FROM THE PRODUCTS FOR ANY REASON INCLUDING DAMAGES RESULTING FROM DEFECTIVE DESIGN, MATERIALS OR WORKMANSHIP OR FROM FAULTY INSTRUCTIONS OR OTHER SUCH DAMAGES OR CLAIMS OR REALIZED FROM BREACH OF CONTRACT, IN TORT OR THROUGH PRODUCT LIABILITY OR OTHERWISE.**

Return Policy
If returns are necessitated due to errors of SPEP, the customer must obtain an R.M.A. from SPEP and upon issuance of an R.M.A., the products may be returned at SPEP's cost for a refund or credit. In cases of customer error, only current catalog items in perfect condition will be considered for credit within 30 days from the original purchase date. In such cases, Customer must obtain prior approval of SPEP, an R.M.A., prepay freight, and pay a twenty percent (20%) restocking charge subject to a minimum of twenty dollars ($20.00). Special order items are not returnable unless found to be defective. Please refer to the SPEP limited warranty above for terms and conditions relating to returns necessitated by defective products.

Additional Terms
No terms or stipulations, other than those herein provided, shall apply unless agreed to in writing by SPEP and Customer. Interest at 10% per annum will be charged on all past due accounts.