

CONDITIONS OF SALE

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 Two 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 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 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, or if SPEP shall receive notice of a claim of patent infringement and Customer shall not immediately give SPEP a written guaranty to save SPEP harmless.

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 cancelled 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 save 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 from this agreement, then the prevailing party shall be entitled to recover as an element of costs of suit, reasonable attorney fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. The party not entitled to recover its cost shall not recover attorney fees.

LIMITED WARRANTY:

S.P.E.P. warrants that its products purchased pursuant to this agreement shall be in accordance with S.P.E.P.'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 S.P.E.P. and the issuance of an R.M.A. number. S.P.E.P. 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 S.P.E.P.'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 S.P.E.P. instructions. S.P.E.P. does not assume, nor shall it be responsible for, the cost of removal and/or reinstallation 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 INSTEAD OF ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND AND IS INSTEAD OF ANY IMPLIED WARRANTY INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. S.P.E.P. 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 S.P.E.P., the customer must obtain an R.M.A. from S.P.E.P. and upon issuance of an R.M.A., the products may be returned at S.P.E.P.'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 S.P.E.P. 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 S.P.E.P. Limited Warranty 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. A Service Charge at the current legal rate will be charged on all past due accounts.