

Western Spring Mfg.

STANDARD ORDER TERMS AND CONDITIONS

1. **Acceptance.**

The Sellers (Western Spring Mfg. a Minnesota Corporation) order acknowledgement is confirmation of the order made by Buyer (Customer). It is expressly agreed that the terms and conditions stated therein are the sole terms and conditions of the order and sale.

2. **Pricing.**

- a. Prices quoted are on specific quantities mentioned, and are subject to price differentials on larger or smaller quantities.
- b. Prices are offered for acceptance within thirty (30) days from quotation date.

3. **Delivery.**

- a. All quoted delivery dates and/or periods are approximate and shall commence when Buyer has provided complete specifications and/or applicable documents required to effect shipment. Seller will make a good faith effort to perform and make delivery at the time estimated, but because of the nature of Seller's work, notice is hereby given to the Buyer that no liability shall attach or accrue to Seller for late performance or delivery.
- b. Delivery shall be F.O.B. Seller's premises unless otherwise indicated on the front side hereof. Risk of loss passes to the Buyer upon shipment. Title and risk of loss or damage in transit shall pass to Buyer upon delivery of products to a carrier or courier from Western Spring Mfg. Seller reserves the right to determine the place of manufacture of all orders.
- c. Western Spring Mfg. reserves the right to make delivery in installments; and all installments, when separately invoiced, shall be paid for when due. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept remaining deliveries. In the event that orders scheduled for a pickup are left at Western Spring Mfg. for a period of fourteen (14) days or more, items will be shipped to Buyer and Buyer assumes responsibility for any and all shipping costs.
- d. We reserve the right to over or under ship by an amount not to exceed ten (10%) percent of the quantity ordered or released unless otherwise specified or agreed upon.
- e. Claims for shortages or other errors must be made in writing to Western Spring Mfg. within five (5) days after receipt of shipment. Failure to give such notice shall constitute unqualified acceptance.

4. **Production.**

- a. Charges made for tools and dies do not convey the right to remove them from our facility.
- b. Seller's liability does not include the engineering of the springs or wire forms or the end use for which they are purchased. Engineering recommendations constitute merely our opinion and best judgment and are not a basis for liability.
- c. The springs or wire forms furnished on this order are manufactured to industry standards published by the Spring Manufacturers Institute, Inc. unless otherwise specified.

5. **Payment.**

- a. Buyer agrees that payment in full is due in USD based upon terms as noted on face of invoice.

- b. All credit accounts require prior credit approval. Upon approved credit, payment is due per account terms. Invoices will be mailed/e-mailed the first business day following shipment.
- c. For accounts not paid within agreed upon terms, Buyer will be subject to interest charged on the unpaid balance of the invoice at the rate of one and a half (1 ½%) percent per month. Said interest shall be charged beginning the first day following due date of invoice.
- d. Taxes, Brokerage Fees, Duties. Seller's price does not include any privilege, occupation, personal property, value added, sales, excise, use or other taxes, brokerage fees or duties, and Buyer.

6. Warranty.

- a. All products shipped against this order will conform to specifications and drawings submitted. Products will be inspected according to generally accepted applicable practices. Unless dimensions are limited by a specific tolerance set forth in a customer-supplied and approved document, commercial tolerances will apply. Any change or alteration to parts, whether by customer, Freight Company, or outside contractor such as plating or heating contractor, nulls the warranty. Seller assumes no liability for the risk of hydrogen embrittlement due to the plating process.
- b. Seller's products are not guaranteed for any specified length of time or measure of service.
- c. Western Spring Mfg. warrants that all products manufactured and supplied hereunder shall be free of defects in materials and workmanship for a period of thirty (30) days from date of shipment. This warranty is void unless Buyer inspects & documents the products when received and notifies Western Spring Mfg. of the rejections based on non-conformity to specifications of or defects of the products within ten (10) days after receipt by Buyer. This warranty does not apply to any products that are reworked or subjected to any type of additional processing by Buyer, or any other party. If within the thirty (30) day period any such product is proven to Western Spring Mfg.'s satisfaction to be defective, such products shall be required to be repaired or replaced at Western Spring Mfg.'s expense. Such repair or replacement shall be at Western Spring Mfg.'s sole discretion, and as the Buyer's sole remedy under the accepted terms and conditions.
- d. Western Spring Mfg. also disclaims any liability for penalties, special or punitive damages, damages for profits or revenues, cost of any product recall, loss of use of products or any associated equipment or device, loss of capital, facilities or services, downtime, shutdown costs, or any other type of economic loss.

7. Cancellation.

Seller reserves the right to accept or reject cancellations on individual orders, kanban orders or partial shipments depending upon work in process or completed in stock, or raw materials ordered or in stock.