



1. **ACCEPTANCE:** All sales made by Bamal Fastener Corporation ("Company") are made only on these terms and conditions of sale. Our price list and catalog and/or quote is an offer to sell by Company. Any purchase order resulting from any current price list or catalog and/or quote of the Company, to which these terms and conditions may or may not have been attached, shall be construed as written acceptance of our offer to sell in accordance with these terms and conditions. Any different or additional terms submitted by Buyer are hereby objected to and shall not be binding upon the parties unless agreed in writing by Company. All quotations are based on Buyer accepting overruns or under-runs not exceeding ten percent of production quantity ordered on each individual item. Where closer control of quantity is required, special arrangements must be made. Variation in quantity shown may alter price quoted.
2. **PRICES:** Prices are subject to change without notice and prices will be Company's prices in effect on the shipment date. All prices are F.O.B. Company's warehouses, exclusive of any taxes or duties or any other charge that may be imposed in connection with the transaction between Company and Buyer. Taxes, duties and charges shall be paid by Buyer.
3. **PAYMENT:** Unless otherwise specified by the Company, payment terms will be 1% discount if payment is received by the Company within 10 days from date of invoice. Net amount due no later than 30 days from date of invoice.
4. **SHIPMENT:** Unless otherwise specified by the Company, the method and route of shipment will be at the discretion of Company and be made F.O.B. Company's dock. All shipments shall be at Buyer's risk and shall not be insured, unless otherwise requested in writing by Buyer.
5. **SCHEDULING:** Shipment dates may not be delayed by Buyer under any circumstances if the shipment is scheduled to leave Company's facility within four (4) weeks of the original date of shipment shown on Buyer's purchase order to Company, or original shipment date confirmed by Company to Buyer.
6. **DELAYS AND LIMITATIONS:** Company shall not be liable for any delay or failure to perform if caused by an event or contingency beyond its reasonable control, irrespective of the nature thereof. Company shall attempt to meet any production, shipment or delivery date specified, but in no event shall Company otherwise be responsible or liable for failure to produce, ship or deliver by such date; nor shall Company be liable to Buyer or any third party for indirect or consequential damages due to delays in the production, shipment or delivery of Goods, whether or not to causes within Company's control.
7. **MINIMUM ORDER POLICY:** The minimum order charge is \$25.00 regardless of actual net value of a shipment below that amount.
8. **MINIMUM ORDER QUANTITY:** Buyer shall be liable for all finished goods as well as any and all work in process necessary to cover lead times as outlined on quotation provided for the goods in question. If no quote exists, Buyer shall be liable for all inventory on hand at Company and any and all work in process that Company deems necessary to cover Buyer's needs.
9. **ACCEPTANCE OF GOODS:** Buyer shall examine all Goods immediately upon receipt and shall be deemed to have accepted said Goods as conforming unless Company is notified to the contrary within seven (7) days of the time of receipt of Buyer.
10. **LIMITED WARRANTY:** Company warrants that the Goods to be delivered will be of the kind and quality described in the order or contract and will be free of defects in workmanship and/or material; provided, however, that Company makes no warranty as to any of the Goods or any part thereof not manufactured by Company, but insofar as possible, Buyer shall have the benefit of any warranty made by the manufacturer thereof. Should any failure to conform to this warranty appear within three (3) months after the date of delivery, Company will, upon notification thereof and substantiation that the Goods have been installed and operated in accordance with Company's recommendations and standard industry practice, correct such defects by suitable repair or replacement at its own expense.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS OR IMPLIED, EXCEPT THE WARRANTY OF TITLE.

11. **LIMITATION OF BUYER'S REMEDIES:** Correction of nonconformities, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of Company to Buyer with respect to the Goods, whether based on contract, negligence, strict tort or otherwise. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES TO ANY PARTY WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES OR LIABILITY FOR LOSS OF USE, REVENUE OR PROFIT OR FOR ANY OTHER INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGE. THE REMEDIES OF BUYER SET FORTH HEREIN ARE EXCLUSIVE AND IN NO EVENT SHALL THE LIABILITY OF COMPANY WITH RESPECT TO THE CONTRACT OF SALE, EXCEPT AS EXPRESSLY PROVIDED HEREIN, EXCEED THE PRICE OF THE GOODS.
12. **PATENTS:** Without limiting the generality of the foregoing, Company makes no representation or warranty whatsoever as to any patent matters.
13. **RETENTION OF TITLE:** Regardless of whether the risk of loss of Goods has passed to Buyer, Company retains title to the Goods until Company has received payment in full for the Goods and until Company has received in full any payment which is overdue for any other Goods sold by Company to Buyer. Until Company has received such payments, Buyer shall hold the Goods in trust for Company.
14. **RETURNS:** Goods may not be returned for any reason unless prior written permission is obtained from Company. All returns will be subject to a 20% restocking charge and will be credited at original invoice value only. All returns must be prepaid. Goods returned without written authorization shall be refused; risk of loss for all Goods returned to the Company shall at all times be upon Buyer. Goods will not be accepted unless returned within 90 days of invoice date.
15. **TERMINATION BY COMPANY:** Company reserves the right to unilaterally terminate the contract for sale of the Goods at any time Company determines that Buyer's credit is not satisfactory.
16. **CANCELLATION BY BUYER:** Orders may be cancelled only with Company's written consent, and upon terms that will indemnify Company against loss arising from such cancellation.
17. **BINDING EFFECT:** These terms shall be binding upon and inure to the benefit, as appropriate, of Company and Buyer and their respective successors and assigns.
18. **APPLICABLE LAW:** This instrument and performance hereunder shall be governed by the laws of the State of Michigan.
19. **MODIFICATION: ENTIRE AGREEMENT:** No modification of the terms and conditions specified herein shall be binding upon the Company unless agreed to by the Company in writing. No waiver of any right or remedy available to Company in any instance shall constitute a waiver of any right or remedy subsequently. The terms and conditions hereof, constitute the final and exclusive agreement between the parties, and NO OTHER WARRANTIES are given beyond those set forth in this written contract. Company's employees' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES, shall not be relied upon by Buyer, and are not part of the contract of sale.
20. **Certifications for material, heat treatment, plating, physical characteristics, and statistical process control are available at additional costs. These requirements must be known at the time we quote. Failure to notify us of these requirements at the time of your inquiry, may at our option, nullify this quotation. This quotation is for immediate acceptance and should be referred to on your order. Prices quoted are valid for 30 days. Your order will be greatly appreciated, and will receive our prompt and careful attention.**