

Terms and Conditions of Sale

REVISED – 12/01/2022

Unless otherwise agreed in writing, all quotations are made and aluminum sand castings, services, tooling, and modifications are sold upon the following terms and conditions.

1. Prices quoted are valid for thirty (30) days from date of quotation. Releases may be scheduled for delivery over a maximum of sixty (60) days from date of order acknowledgement and is subject to change on blanket orders and/or scheduled releases exceeding seller's current standard lead times. A surcharge may be added to the quoted price by the Seller at the time of shipment and invoicing which will be reflective of increases experienced by the Seller in the cost of its aluminum purchases from its suppliers.
2. All castings are sold with heads, gates, fins, and similar extraneous metal removed to approximate the contour of the casting.
3. Terms -1% Fifteen (15) days, thirty (30) days net from invoice date. Accounts with open invoices exceeding 60 days shall have shipments and order entry placed on credit hold until payment is received by seller. Failure to comply may cause purchaser's terms to be reviewed to establish new payment terms. Credit limits maybe addressed on a case-by-case basis.
4. Claims for error in shipment weight or number must be made within ten (10) business days after receipt of castings.
5. Credit will be given for castings rejected due to foundry defects. Such castings must be reported to the seller within 6 months after their receipt, no exceptions. Credit will be given, and transportation allowed for actual weight of such castings returned. Seller is not responsible for machine work, welding, inserts, or chills furnished by purchaser, labor charges or any other losses or damage caused by defective castings.
6. The seller shall not be liable in damages for failure to deliver as a result of fires, strikes, inability to obtain raw materials, differences with employees, accidents, or other causes beyond their control.
7. Inquiries from purchasers shall give actual or estimated rough weight of castings and quotation shall be subject to revision on any variation from the established weights supplied by purchaser.
8. Should purchaser require special treatment of castings, such as heat treatment, special analysis, chemical and physical specifications, test bars, pressure tests, x-ray, etc., the inquiry shall set forth such requirements in detail. All special treatment in excess of processes, described in condition No. 2 shall be at the purchaser's expense.
9. No order shall be changed with liability unless notice of the revision is made and is accepted in writing before work is in process. When a change is necessary and the work is in process, purchaser is to be charged for any castings previously made, as well as cost of cores, molds or equipment discarded because of such change.

10. Cancellations of orders without liability are to be made only by mutual consent of the purchaser and the seller. Cancellations and/or deferred deliveries must provide for the payment for work in process.
11. As operations will permit, the seller is to furnish, as near as possible, the exact quantity specified. However, unless otherwise stipulated the purchaser shall accept +/- 10% above quantity specified on order.
12. Special production service to secure unusual deliveries not in accordance with original delivery instructions shall be given by written request and at purchaser's expense.
13. The seller shall not be liable in any manner for losses or damage by reason of the manufacture and sale to the purchaser of any patented device or parts thereof made in accordance with drawings, designs, models, or foundry tooling furnished by the purchaser.
14. Purchaser shall supply all foundry tooling required to produce the quantity and quality of castings agreed upon in proper condition. All repairs and changes necessary to place tooling in proper condition shall be the purchaser's obligation.
15. When new tooling is required, the purchaser shall submit blueprints/solid models to the seller to be used for tooling construction. When existing tooling is to be supplied, an accurate detailed description is to be furnished for quoting purposes.
16. Seller is not responsible for variations existing between blueprints and tooling supplied by purchaser. If requested by purchaser, seller will check tooling with blueprints at purchaser's expense unless otherwise agreed to by the seller.
17. All purchaser supplied tooling shall be marked properly for identification by purchaser.
18. The purchaser shall assume all freight, boxing, and crating charges for tooling, both to and from the seller.
19. Seller is not responsible for ordinary wear and/or damage resulting from use, or for loss or damage to tooling belonging to purchaser by fire or other circumstances beyond seller's control.
20. Seller's insurance does not cover purchaser's tooling, which is held at purchaser's risk.
21. Tooling storage facilities are provided by seller for active products only. Tooling is received by seller and will be stored for purchaser in seller's tooling storage facility, subject to purchaser's order, without charge, (but without fire or other insurance coverage), and will be held for a period of not to exceed three years, unless otherwise agreed between purchaser and seller, but tooling not used during that time will be considered obsolete and of no value to purchaser. The tooling will be considered abandoned and scrapped by seller after thirty days' written notice to purchaser to remove the same from seller's premises, and purchaser's failure to do so will constitute consent to such disposal.
22. All tooling is to remain in seller's possession until purchaser's account is clear from any outstanding obligations.