



Anderson Quality Spring
Manufacturing, Inc.

Terms & Conditions

- 1) **Specifications.** Seller shall manufacture for Buyer the goods to the specifications, in the quantities and for the price described on the front of this quotation, including any plans, specifications and exceptions, together with the relevant patent numbers, if any, referenced to this order.
- 2) **Terms of Payment.** Payment of invoiced amount shall be made not later than 30 days after date of invoice unless otherwise stated. One percent (1%) discount allowed on payments made on or before 10 days after invoice. Bills will be dated day of shipment. The Seller may charge annual interest at the rate of nine percent (9%) on all overdue bills. If in Seller's opinion the financial condition of the purchaser at any time does not justify continuance of production or shipment on the terms of payment specified, we may require full or partial payment in advance.
- 3) **Quotations and prices.** All prices quoted are F.O.B. Seller's place of business unless otherwise stated. In the absence of contrary instructions from the Buyer, Seller may insure the goods against risk of loss in an amount not to exceed the purchase price and charge this expense to Buyer's account. In addition, Buyer shall pay all taxes, federal, state, and local, which may be imposed upon the sale or manufacture of the goods or in lieu thereof the purchaser shall provide a tax exemption certificate acceptable to the taxing authorities. Written quotations automatically expire 30 calendar days from the date issued and are subject to termination by notice within that period. Prices on orders calling for delivery beyond 60 days from the date of the order are subject to change based upon fluctuations in the cost of materials and prices charged will be adjusted accordingly. Method and route of shipment are at our discretion, unless the purchaser supplies explicit instructions. Identification of the goods to the contract shall occur as each shipment is placed in the hands of the carrier.
- 4) **Fitting-up charges.** Buyer shall pay all fitting-up charges which cover manufacture of, and operating cost of, the necessary tools, dies, and fixtures required for the particular work quoted to fill this order. Such tools, dies, and fixtures shall remain in Seller's possession and control. If a period of one year has elapsed since the receipt of any order from Buyer requiring the use of such tools, dies, or fixtures, Seller may thereafter make any such use or disposition of such tools, dies, or fixtures as Seller desires without any accounting to Buyer for such use or disposition or the proceeds thereof. Tools, dies, and fixtures are not subject to rebates, prorating, or absorption.
- 5) **Compliance.** Unless otherwise specified, orders will be considered complete upon shipment of a reasonable quantity over or under the amount specified in the order when it is impractical to produce the exact quantity ordered. Deliveries shall be subject to, and contingent upon, strikes, labor difficulties, riot, civil unrest, war, fire, delay or defaults of common carriers, failure or curtailment in Seller's usual sources of supply, governmental decrees or orders, or, without limiting the foregoing, any other delays beyond Seller's reasonable control, and Seller shall not be liable for any loss or damage arising therefrom. Seller shall have the additional right, in the event of the happening of any of the above contingencies, at its option, to cancel this contract or any part thereof without any resulting liability. Shipments made within 15 days after specified date of delivery shall constitute a good delivery. Any delivery not in dispute shall be paid for regardless of other controversies relating to other delivered or undelivered merchandise.
- 6) **Claims/Nonconformity.** The goods are manufactured in accordance with plans supplied or approved by the buyer. Should any goods prove defective due to faults in manufacture, or fail to meet the written specifications accepted by Seller, Buyer shall not return the goods without first obtaining Seller's permission, but Buyer shall notify Seller immediately, stating full particulars in support of any claim, and Seller will either replace goods upon return of the defective or unsatisfactory material or adjust the matter fairly and promptly.

THE SELLER MAKES NO WARRANTY THAT THE GOODS ARE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE. THE SOLE RESPONSIBILITY OF THE SELLER SHALL BE THAT IT WILL MANUFACTURE THE GOODS IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS, AND THAT THE GOODS WILL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP. THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL WARRANTIES AND THE SOLE LIABILITY OF THE SELLER SHALL BE TO REPLACE OR, AT SELLER'S OPTION, REPAIR, F.O.B. SELLER'S FACTORY, ANY GOODS THAT ARE FOUND TO BE NOT IN CONFORMITY WITH THE PLANS AND SPECIFICATIONS FOR WHICH SELLER HAS RECEIVED WRITTEN NOTIFICATION OF CLAIM WITHIN ONE YEAR FROM THE DATE OF SHIPMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES, OR FOR TRANSPORTATION, INSTALLATION, ADJUSTMENT, OR OTHER EXPENSES WHICH MAY ARISE IN CONNECTION WITH THE GOODS. THE ADVICE OF SELLER'S TECHNICAL STAFF IS AVAILABLE TO THE TRADE, BUT SELLER, NOT CONTROLLING OR SUPERVISING THE ENGINEERING OR SUBSEQUENT MANUFACTURE, FABRICATION, OR INSTALLATION OF ITS PRODUCTS OR THEIR USE AFTER SALE, DOES NOT WARRANT OR GUARANTEE SUCH ADVICE .
- 7) **Multiple Delivery Units.** If this order covers multiple delivery units to be delivered over a specified period, unless otherwise specified, Seller shall not be required to deliver in any month more than the monthly pro rata amount of the whole quantity covered by this contract and Buyer shall be required to accept delivery of at least the monthly pro rata amount of the whole quantity. If Buyer fails to fulfill terms of purchase or payment under this contract, Seller may defer further shipments without notice until such default is made good, or may treat such default as a final refusal by buyer to accept further shipments hereunder.
- 8) **Cancellation.** An order once placed with and accepted by Seller can be cancelled or delivery delayed only with Seller's consent and upon terms that will indemnify Seller against loss for costs and expenses reasonably incurred by Seller for materials, tooling, fitting up, staging and other liabilities associated with preparing or continuing to fill Buyer's order.
- 9) **Infringement indemnity.** Buyer shall hold Seller harmless from infringement claims of third parties, and release and not make claim or suit against Seller because of, any suits, claims, losses, or other liability made against, or suffered by, Buyer arising from any claim of, or infringement of, patent, copyright, trademark, or other proprietary right, at common law, or claim of unfair trade or of unfair competition, resulting from, or occasioned by, Buyer's use, possession, sale, or delivery of the product sold to Buyer by Seller.
- 10) **Applicable law.** This agreement shall be governed by the Uniform Commercial Code and other applicable laws of the State of Oregon.
- 11) **Interpretation.** This instrument constitutes the sole and entire agreement between the parties hereto with regard to the subject matter hereof. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No representations, understandings, or agreements have been made or relied upon in the making of this agreement other than those specifically set forth herein. This agreement may be modified only in an instrument signed by the parties or their duly authorized agents.
- 12) **Arbitration.** Any controversy or claim arising out of or relating to this order or the performance or breach thereof shall be settled by binding arbitration in Oregon City, Oregon in accordance with the rules and procedure then obtaining of the American Arbitration Association.
- 13) **Acceptance.** This is not a firm offer and may be changed or revoked at any time. Acceptance of this offer is expressly limited to the exact terms contained herein and any attempt to add to, alter or omit any of such terms, except the description, specification, price, or quantity of the goods, shall be deemed null and void. These terms and conditions shall supersede any provisions, terms, and conditions contained on any confirmation order, or other writing Buyer may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms, and conditions hereof. If this quotation is accepted and Buyer's order form is used for the purpose, it is expressly understood and agreed that the terms and conditions herein set forth shall prevail insofar as the same may in any way conflict with the terms and conditions set forth in such order form, and the issuance of such order by Buyer shall be deemed to note Buyer's assent to the foregoing. This order may not be changed or modified except in writing signed by the Seller.