

CONDITIONS

Plans, Specifications, Guaranties and Responsibility

The tool maker is responsible to see that the tool will function mechanically, but the molder will be responsible for the proper design of the tool, regardless of who engineers the tool or produces the final plans of the tool, providing that the engineering drawings have been approved for general design, tolerances, and material and that the specifications on approved working drawings are met. While the tool maker will be responsible for mechanical operation of the tool, he will not be responsible for molded products, which are defective because any process limitation change or departures from approved tool or article prints or for the filling of cavities, die lock areas, or wall distribution. The molder (or customer) will furnish shrinkage factors to be used in calculating all dimensions and interpret all critical tolerances. The tool maker will assume responsibility for dimensional accuracy of the tool.

Changes in Design during Construction and following Delivery

Any changes to be made in the tool design by the molder (or customer) after construction has been started must be at his expense and authorized in writing by him. Tool maker will not be responsible for any work performed outside his plant unless authorized by Tool Maker in writing. Molder must assume any additional costs resulting from changes. If special heat treating, chrome plating, or welding is ordered by the molder (or customer), the Molder assumes all risks and additional expenses incurred in the processes. Tool Maker must notify Molder in advance regarding such additional expenses and risks.

Limitations of Liability and Notice of Defective Tooling

The tool will be considered as approved by the molder unless written notice to the contrary is made by him within thirty days of the receipt of the tool. In the event that it is determined that the tool does not meet the specifications of the molder the liability of the tool maker will be limited to the cost to correct the defective workmanship.

Cancellations

If the molder cancels the order, he will pay the tool maker for that portion of the completed contract plus liquidated damages of 10 percent of the unfinished portion of the contract

Intellectual and ownership rights

The representation of a computer model, prototype or product in three dimensions allows the creator to store a great deal of information regarding, not only its form and appearance, but its intellectual production requirements and more functional aspects all within a single intelligent master model. Therefore all tooling, patterns, CAD data, 3D data, cutter paths, specialized tooling, build instructions and drawings required to build equipment or tooling are intellectual property of FPM Tooling & Automation unless supplied by the processor [molder] or otherwise agreed in writing. FPM Tooling & Automation has no responsibility to keep or maintain CAD data, 3D data, cutter paths, trace patterns, specialized tooling, build instructions and drawings after shipment of tooling.

Terms

Tooling payment terms are one third of the overall quote as a down payment, the second third paid at tooling shipment, and the final third payment 30 days after the tooling delivery, unless negotiated otherwise. Tooling liens will be placed on all new tooling and no tooling will ship from FPM without customer purchase order. A service charge of up to 2% of invoice price per month may be added if payment is not made in accordance with such terms. Should FPM be issued a purchase order for the services or goods described on the face of this quotation which includes terms or conditions which are inconsistent with or in addition to the terms hereof, any such inconsistent terms or conditions shall not be applicable unless expressly consented to in writing by an authorized representative of FPM.

Quotations

Prices quoted are for acceptance within 30 days and are subject to revision only upon receipt of order after that date.

Date of Delivery

The date of delivery will be contingent on prevailing conditions at time both of receipt of order and of customer's final approved article prints and/or approved tool layout.

Shipping

The tool maker will assume responsibility for skidding and crating. In the event of a return of a defective tool to the tool maker, the molder will assume the same responsibilities, and in this event, the tool maker will pay transportation charges to cover return and redelivery of tool by common carrier. In case molder fails to give shipping instructions tool maker may determine means of shipment.

Patent Infringement

Molder guarantees that there are no patent or copyrights to interfere with the manufacture of the products herein specified and the molder agrees to hold tool maker harmless and to indemnify him against any and all damages, costs and attorney's fees resulting from any suit or suits that may be instituted by any person claiming infringement.

Unavoidable Delay, Acts of God, Etc.

The consequences, direct or indirect, of labor troubles, fires, accidents, floods, war, shortage or transportation failure, hob breakage, heat-treat risk, suspension or curtailment of production due to shortage of supply of raw materials or other economic factors, government acts or requirements and any and all like or different causes beyond the control of the parties hereto shall excuse performance by either party to the extent by which performance is prevented thereby. The tool maker may during any period of shortage due to any of said causes, prorate his output among all his customers in such manner as may be deemed equitable in the sole judgement of the tool maker. The tool maker will immediately advise the molder of any such delay and revised delivery schedule. Tool maker agrees to furnish weekly progress reports on forms supplied by molder. If tool maker finds he has miscalculated state of progress he will notify molder of miscalculation.

Warranties

The tool maker makes no warranty concerning the tooling furnished hereunder other than that shall be of the quality and specifications stated herein. Any recommendations made by the tool maker concerning uses or application of said goods are believed reliable but the tool maker makes no warranty of results to be obtained. Molder assumes all responsibility and liability for loss or damages resulting from the handling or use of said tooling.

Acceptance of Order

Molder's order will not be deemed to have accepted by tool maker unless and until the same has been acknowledged and accepted by us in writing. All quotations are subject to change or withdrawal by tool maker at any time prior to final acceptance of molder's order, as herein provided. When tool prices are quoted on piece part drawings only, prices are subject to confirmation after receipt of final tool design. When molder's order contains any printed or stamped provisions conflicting with the written, printed or stamped provisions of tool maker's proposal or acknowledgment of order, the terms and conditions of tool maker's proposal and acknowledgment of order shall prevail. No stipulations, representations, agreements or understandings shall be valid unless contained in our proposal or acknowledgment of order or documents annexed or referred to therein.

Delivery

The acceptance of shipment of the tool by a railroad or other common carrier shall constitute delivery.

Insurance

The tool maker will maintain adequate insurance coverage to protect the molder for a direct loss to him occurring by reason of fire not exceeding tool cost.

Confidentiality

This quotation does not include the right to any proprietary information of FPM including tool design, or the right of access to the production facilities of FPM, except by prior written arrangements. This quotation is an offer by FPM, and shall become a binding contract on the terms set forth herein when accepted in writing for upon receipt of customer furnished data for the work described herein.