



8835 Grissom Pkwy., Titusville, FL USA 32780 (phys)
PO Box 5099, Titusville FL USA 32783-5099 (mail)

Tel. 321-269-2555

Fax 321-267-6719

WWW.PrecisionShapes.net

100% Women Owned & Operated



AS9100C ISO9001:2008
Certified since 2006

PRECISION SHAPES, INC.

Standard Conditions of Sale and Manufacturing Practices

Should this Quotation result in an order/contract, our Standard Conditions of Sale and Manufacturing Practices shall apply

1. **TERMS: 1% 10 DAYS, net 30**
2. **DELAYS:** Subject to delays and adjustment resulting from strikes, hurricanes, acts of terrorism, fires and other causes beyond our control.
3. **F.O.B. TITUSVILLE, FL**
4. **Quotations valid for 30 days**, subject to availability and price in effect of raw material.
5. **Credit:** Accounts will be opened only with firms or individuals on approved credit. Seller retains privilege to declining to make delivery except for cash whenever, for any reason, doubt as to the Buyer's responsibility develops.
6. **Cancellation:** Orders may be cancelled or deliveries deferred only on the condition that Buyer assumes immediate liability and makes payment to Seller for all work complete at unit price; for work in progress on basis of percentage of completion thereof, times ordered unit price; for raw material, unamortized tooling, engineering and other cancellation charges incurred on basis of cost to Seller plus handling and overhead charges. All cancellation charges to be determined at the time of cancellation or deferment.
7. **Quantities:** Quotations are based on Buyer accepting over-run or under-run on each individual item, not exceeding 10% of quantities ordered, unless otherwise notified by Buyer at time of bid. Not applicable to Buyers who have (or previously have) provided documented quantity tolerance requirements.
8. **Deliveries:** Every effort will be made to supply orders within the time promised. Unless otherwise notified by Customer at time of bid, shipments may be made up to 3 weeks prior to required dock date. In the event of delays, Seller may, at their discretion, pay for expedited shipping or make partial shipments.
9. **Quotations** covering processing of Buyer's material are made subject to delivery of amount of material specified by the Seller, F.O.B. Seller's plant, and are subject to change if material furnished by Buyer is other than that specified by Seller, or is defective, or will not machine with reasonable wear on the tools at the speed and feed estimated. Chemical and Physical specifications are the sole responsibility of the Buyer and parts manufactured from the Buyer's material which otherwise conform to drawing specifications shall be accepted by Buyer. Material must conform to Industry Standard Practices or Tolerances for size, straightness and twist.
10. **Straightness:** Quotations for conversion or cross-section milling of bar stock do not include straightening of Buyer's material and/or finished bars, or limits beyond Industry Standard Practices or Tolerances for raw material and/or finished bars supplied by Seller. Straightening will be furnished at cost, if necessary, the tolerance of which to be determined at the time of quotation. Our process does not impart a straightening effect to the bars, nor can it eliminate the effects of internal stresses in the material. By careful balancing of our operations, However, we can usually minimize any resultant distortion.
11. **Unless** otherwise specified, quotations are based on running entire order / lot continuously with one (1) set-up. If for reason of non-receipt of entire shipment of Buyer's material, or if Buyer requires staggered partial shipments, and Seller is required to start processing before entire quantity is on hand, the piece or foot price may be adjusted and/or additional set-up charges may be made.
12. **Dies, Tooling, Etc.:** Charges for dies, tools, cutters or gauges, as well as (first-time) Non-Recurring set-up charges do not convey ownership or the right to remove them from Seller's factory, unless specifically stated in Quotation.

PRECISION SHAPES, INC.

Standard Conditions of Sale and Manufacturing Practices

Should this Quotation result in an order/contract, our Standard Conditions of Sale and Manufacturing Practices shall apply

13. **Inspection:** Unless otherwise specified by Buyer, inspection by the Seller is made on a percentage (sampling) basis, as set out in Seller's Quality Management System. Only such parts proved not as ordered by Buyer's inspection may be returned with claim for repair or replacement.
14. **Shipment:** In ordering, the Buyer should state explicitly the method of shipment preferred and in the absence of shipping directions the Seller will use discretion, forwarding by express or package delivery when packages are small and therefore liable to loss or damage in transit by LTL motor freight. Package delivery shipments will be insured at Buyer's expense unless otherwise specified. Seller will use discretion when selecting LTL motor freight carriers, based on best discount and service level available.
15. **Claims:** If the buyer claims delivery of material not as ordered, he must notify the Seller within (10) days of receipt of shipment. If such claim is sustained and material furnished is not as ordered to the satisfaction of both parties, the Seller shall repair, replace, credit or complete the order within the limitations of No. 4 "QUANTITIES..." Under no circumstances will the Seller be liable for damage or any claims for expense involved in using his products. Seller will not allow claims for defective goods on those parts further processed by the Buyer and resulting in change of either dimensions or characteristics from parts as ordered. Claims for shortage must be made within (10) days of receipt of goods and in every case the weights found in the shipment, including tare, must be given and the Seller advised the method used in arriving at a count of the parts.
16. **Patents:** It is not the intention of the Seller to manufacture any product which is an infringement of a patented article. Parts are made by the Seller strictly to dimensional specification furnished by the Buyer. It is agreed that the Buyer will defend and save harmless the Seller from any and all expense involved in any claims for damages from infringements of letters patent by the use or sale of parts made by the Seller, either as such or as parts or units of complete entities. Buyer does not assume responsibility for parts made on equipment violating licenses.
17. **Taxes:** Any tax imposed by any present or future law or Federal, State or other government authority on the manufacture and/or sales of the articles covered hereby shall be added to the amount paid therefore by the purchaser.
18. **Waiver** by the Seller of any part of the condition herein stated does not infer or imply waiver of any other part.
19. **Packaging:** Price does not include packaging which will be furnished at cost. Unless otherwise advised we will package at the minimum manner we judge to be required by the nature of the shipment.
20. **Scrap:** Unless otherwise specified, all quotations are submitted on the condition that all scrap generated becomes the property of the Seller, regardless of whether the raw material was originally furnished by the Buyer or the Seller.

END