



Universal Metal Products, Inc.
29980 Lakeland Boulevard
Cleveland, OH 44092
440.943.3040

Terms & Conditions

1. All prices are quoted or acknowledged as FOB our plant unless otherwise specified. Terms net 30 days. All charges for tools and dies are net 10 days. We will apply a service charge of one and one-half percent per month (\$3.00 minimum) to unpaid balances which are 30 days and more past due.
2. If at any time in the seller's opinion the buyer's credit is unsatisfactory, seller shall have the right to demand adequate assurance of buyer's ability to pay, payment in advance before making any further shipment. If buyer fails to provide such credit assurances or make such payment in advance, or fails to make payment when due, or shall breach any provision of this contract, seller at its option, may treat failure as a repudiation of the portion of the order not yet fulfilled and shall have the right to terminate this agreement by giving notice of its intention to do so.
3. All disputes as to the amount(s) invoiced hereunder shall be made, in writing to the following address: 29980 Lakeland Boulevard, Cleveland, OH 44092. Payments which are intended by buyer to represent "payment in full" for the goods sold, and which are less than the amount shown on the invoice as being due, shall be sent to the above address. If said "payment in full" check is not made to the above address then, pursuant to Ohio revised code section 1303.40 the acceptance of said check will not act as a discharge of the remaining balance due seller.
4. All quotations or acknowledgements are based on customer accepting over-run and under-run not exceeding 10%.
5. Unit price quoted is based on raw material cost (including surcharges) as called out in quote or acknowledgement detail. Any deviation in raw material cost is subject to either a) raw material surcharge or b) revised unit selling price based on the following formula:

[(original base material cost) – (new base material cost)] * part gross weight + original selling price
6. Prices are subject to change without notice. Prices quoted or acknowledged shall be subject to the addition of any tax imposed by any present or future law, federal, state or local, upon the sale of articles covered by this quotation. Quote(s) will expire thirty (30) days from the date issued and are subject to termination by notice within that period.

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7. The price set forth, herein, covers manufacture of parts in quantities quoted or acknowledged. Any deviation shall be subject to additional charges.
8. There shall be a minimum order charge of not less than \$500.00 on each item shipped unless otherwise specified in writing by Universal Metal Products.
9. Limitation of liability. Seller's liability (whether under the theories of breach of contract or warranty, negligence, or strict liability) for its goods shall be limited to repairing or replacing parts found by seller to be defective or at seller's option, to refunding the purchase price of such goods or parts thereof at seller's request. At seller's direction, buyer will send, at buyer's sole expense, any allegedly defective parts to the plant of seller which manufactured them. In no event shall seller be liable for consequential damages arising out of or in connection with this agreement or any order which may result there from.
10. All product supplied by Universal Metal Products is considered to be "special, non-cancelable, non-returnable". Positively no return goods will be accepted for credit unless permission to return such goods is first secured from seller. Seller is not responsible for goods damaged in transit. All claims for damage must be made against the carrier.
11. All product supplied by Universal Metal Products is considered to be "special, non-cancellable, non-returnable". Cancellations and rescheduled purchase orders with less than 30 days advance notice of the originally requested delivery date is expressly prohibited without prior written approval of the Universal Metal Products Sales Department.
12. Any cost reduction programs or requirements must be disclosed to Universal Metal Products at the time of quotation. Although Universal Metal Products actively participates in cost reduction initiatives as an ongoing business activity. Universal does not consider non-conversion related cost elements such as material, finish, outside operations as cost elements that are subject to any cost reduction performance criteria. All cost components are clearly spelled out in provided cost breakdown forms.
13. Seller represents that its operations are in compliance with all applicable requirements of sections 6, 7 and 12 of the fair labor standards act as amended, and the regulations and orders of the United States department of labor issued under section 14 thereof.
14. Delivery promises are made with the understanding that such promises are contingent on strike, accidents, delay of carriers and other delays beyond our control.

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15. Amount paid for tool and dies cover material labor costs only and therefore do not convey title. Insurance coverage will be furnished for a period of one year from the date of last order for parts after which tools and dies will be disposed of. Additionally, payment discounts are not applicable for amounts paid on tooling. Tooling charges must be paid in full.

16. Universal Metal Products quotation(s) and any agreement, order or sale that may result here from, is expressly limited to and made conditional upon the terms and conditions on the face and reverse side hereof. No waiver, alteration or modification of these agreed terms and conditions of sale shall be binding upon seller unless in writing and signed by an officer of the company.

17. Any order submitted by buyer for goods to be purchased from seller shall be subject to and governed by the contract and procedural laws of the state of Ohio without regard to any conflict of law provision. Any dispute with reference hereto shall be resolved in a court having jurisdiction over residents of Lake County, Ohio.

STANDARD TERMS AND CONDITIONS OF SALE AND PURCHASE.

Universal Metal Products, Inc. ("Seller"), shall sell to customers (each a "Buyer"), and Buyer shall purchase and accept from Seller the quantities of product scheduled for delivery from time to time in accordance with Seller's Terms and Conditions of Sale unless an authorized officer of Seller has executed a contract with different terms which makes express reference to a decision to vary Seller's standard Terms and Conditions of Sale. By placing an order with Seller, Buyer affirmatively accepts and assents to Seller's Terms and Conditions of Sale as set forth on Seller's website at the time of order submission. NO MODIFICATION OR WAIVER OF SELLER'S TERMS AND CONDITIONS SHALL BIND SELLER UNLESS IN WRITING AND SIGNED AND ACCEPTED BY AN OFFICER OF SELLER. SELLER WILL NOT ACCEPT AND OBJECTS TO ANY TERMS AND CONDITIONS OR OTHER WRITING IN BUYER'S PURCHASE ORDER OR ELSEWHERE WHICH ARE DIFFERENT FROM OR ADDITIONAL TO SELLER'S TERMS AND CONDITIONS. NO TERM OR CONDITION ON BUYER'S PURCHASE ORDER, EXPRESSLY INCLUDING ANY EFFORT TO NEGATE THE TERMS AND CONDITIONS OF SELLER SHALL BE EFFECTIVE OR BINDING AGAINST SELLER. THIS SHALL CONSTITUTE WRITTEN NOTICE SIGNED BY SELLER OF OBJECTION TO AND REJECTION OF ANY TERM OR CONDITION IN BUYER'S PURCHASE ORDER, CONTRACT, OR RELEASE INCONSISTENT WITH SELLER'S TERMS AND CONDITIONS.

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