

LeClaire Manufacturing Company Sales agreement

Terms and Conditions:

LeClaire Mfg Co. Sales Agreement Orders are accepted and all castings are shipped on the basis of the following terms and conditions. These terms and conditions supersede any supplier agreements unless expressly agreed to otherwise in writing.

1) Quotations are subject to revision prior to acceptance of purchase order. Price quotations are based on estimated weight; if there is any difference between the estimated weight and the actual weight, when final samples are approved, the unit price shall be revised accordingly.

2) Claims for error in weight or quantity must be made to the foundry within ten (10) calendar days of delivery of the applicable shipment of castings.

3) No allowance will be made for any labor expended on castings without written authorization by the foundry.

4) Pattern storage facilities are provided by the foundry for active patterns. The foundry is not responsible for loss or damage to patterns by fire or other casualties beyond its control. Pattern equipment at the foundry must be protected by the owner's insurance policies. Any materials or equipment owned or furnished by the customer while in the foundry's possession will be carefully handled and stored but the foundry shall have no responsibility or liability for loss or damage thereto.

5) The foundry shall not be liable in damages for failure to deliver as a result of fire, acts of nature, strikes, differences with employees, failure of source of supply, enemy action, orders of the government or any agency thereof, or other accidents or causes beyond its control.

6) The foundry is not responsible for variations existing between the blueprints and equipment supplied by the customer.

7) Follow boards, core driers, special flask equipment, and similar devices when required, are to be furnished by the customer.

8) Repairs and modifications to patterns by customer's orders will be made at expense of the customer. Repairs necessitated by normal wear and depreciation shall also be at the expense of the customer.

9) Unless otherwise stipulated, the customer shall accept an overage or underage of plus or minus ten (10) percent of quantity specified on order.

10) The foundry has no obligation to accept re-orders at the same price or conditions for additional quantities of castings.

11) If the quantity of castings is reduced by you, or if you retard or interrupt production, resulting in a shorter continuous run than that upon which the quotation was based, the cost to you of the castings shall be increased to include the additional cost to us resulting from such changes.

12) Any credits issued to the customer must be claimed within 12 months from the date the credits were issued, or the credits will be reversed and unrecoverable.

13) In no event shall LeClaire Mfg. Co. or its representatives be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues, or diminution in value, arising out of or relating to any breach of this sales agreement.

14) In no event shall LeClaire Mfg. Co.'s aggregate liability arising out of or related to this sales agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the total cost of casting pursuant to the customer's quote and this sales agreement.

Additional Quote terms:

- 1) Quote is based on Aluminum Association Standard Casting Tolerances unless noted.
- 2) Price per piece is based on American metals market index
- 3) Price will be corrected @ 0.00/lb for difference between estimated and actual weight.
- 4) Price per piece is based on 0.02/lb and is subject to revision two weeks after a change of 1/2 cent or more, up or down, in the gas market.
- 5) FOB -Freight Collect
- 6) Type and charge for palletized container to be determined, if returnable packaging is agreed to, a \$500 per occurrence / per box missing fee will apply if packaging is not available at the time of product produced, to be issued as a quarterly surcharge.
- 7) Quote is subject to terms and conditions on additional page.
- 8) Tooling terms: 1/3 due with order; 1/3 due with tooling completion; Balance due Net 30 after sample delivery.
- 9) Quote is based on quoted tooling description. If existing tools are supplied by the customer, some adaptation charge may be required to run your tools on our machines.
- 10) Final drawing review and/or engineering meeting required prior to manufacturing of tooling required to produce the quoted product and final acceptance of purchase order.
- 11) Non-conforming product is to be returned to our facility at the end of every month, or may be refused at the discretion of LeClaire Mfg. Co.
- 12) All returns must be issued a RMA number. If no RMA is issued, the product will be refused at the dock.
- 13) Any product returned and older than 120 days will be issued metal credit only.
- 14) Any Product returned and within blueprint specifications will be put on hold pending resolution with the customer.