



Terms and Conditions of Sale

Unless otherwise agreed, all sales by Micromold Products, Inc. are subjected to the following terms and conditions:

1. Prices

Price List Prices: Prices in our price lists are subject to change without notice. Where possible, we will attempt to notify catalogue holders in advance of price changes.

Quoted Prices: Price quotations are firm for 30 days.

2. Minimums

Minimum Item Purchase Quantities: For items in our price lists, except for a few items requiring us to specially purchase non-stock materials, we have no minimum item quantities.

Minimum Orders: We have no minimum order. However, in order to offset the cost of processing small orders, we add a \$15.00 handling charge to orders for less than \$100.00 merchandise (net) for shipment to one location at one time.

3. Orders

Phone Orders: To prevent misunderstandings, we prefer FAX rather than phone orders. For phone orders, we regard it as the responsibility of the individual phoning in the order to verify that the communication is accurate.

Confirming Orders: In order to expedite shipment, it is our policy to process customer's orders as they are first received. Because we often ship before confirming paperwork arrives, we do not guarantee to check confirming orders for differences from original orders.

4. Shipments

All merchandise is shipped F.O.B. Yonkers, New York. Where possible, unless special routing is requested, we use UPS, or A-P-A Transport Corp. (freight collect), or Overnite Transportation Company (freight collect). These carriers pick up and deliver regularly at our factory. For orders under \$500,000, we may add charges for the special handling which occurs in the following non-routine situations:

- Special Routing: (i.e., carrier other than UPS, A-P-A, or Overnite) requested by customer - \$10.00
- Freight prepaid and billed to the customer (other than UPS) - \$15.00
- International shipments (for preparation of documents) - \$15.00

5. Drop Shipments:

We have no extra charge for drop shipments. On request, we will use either packing lists supplied by the customer, or blank forms - not identifying Micromold Products - supplied by us.

6. Claims

We regard it as the customer's responsibility to settle claims for loss or damage with the carrier. We will provide assistance in such cases to help establish the claim, and to repair or replace merchandise quickly. Claims of short shipment must be made within 10 days of receipt. In the event of damage or shortage, we advise all customers that, until all claims are resolved, it is imperative that original packaging be retained as evidence.

7. Billing Terms

For purchases with established credit, our terms are net 30 days. As described in our Credit Application,

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we reserve the right to add a 1.5% per month charge to past due accounts. To establish an open account, we ask that all customers complete and return our Credit Application.

8. Returns

Stock Products: Certain commonly purchased price list items are stock products. Reasonable quantities of such products may be returned for a merchandise credit, subject to a 25% restocking charge. Contact factory for details.

Standard Products - Non-stock: Other items appearing in our price lists are standard products readily available on a short lead time basis, but are made to order and, therefore, are considered non-stock. Returns of such products are subject to individual negotiations.

All merchandise returned for credit must be unused, and in clean, reasonable condition, with freight charges prepaid.

Non-standard Products: Non-standard or custom made products are not returnable.

9. Warranty

Our products are warranted for two years after shipment by us to the extent that we will, at our option, either repair or replace without charge, products determined by us to have manufacturing defects. Alternatively, if in our judgement, repair or replacement is not the best option, we may choose to issue a merchandise credit. For this warranty to be effective, we must be given the opportunity to inspect the product. At our option, we will perform such inspection either upon return of the product to us, or at the point of installation.

NO WARRANTY IS INCLUDED COVERING ANY EXPENSE FOR REMOVAL, REINSTALLATION, OR OTHER CONSEQUENTIAL DAMAGES ARISING FROM ANY APPLICATION OF OUR PRODUCTS, WHETHER OR NOT DEFECTIVE. THE WARRANTIES INCLUDED HERE ARE THE ONLY ONES WE MAKE, AND ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, STATUTORY, OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

