

Quotation Terms and Conditions

1. All quotations are subject to change due to fluctuations in any material or labor charges.
2. All quotations are based on manufacturing in one lot and shipment at one time quantity on which we have quoted, unless otherwise stated on quotation. Should the customer's shipping schedule preclude doing this, we reserve the privilege of adjusting our prices to the extent necessary.
3. All quotations are based on Buyer accepting over-run or under-run on each individual item not exceeding 10% of quantities ordered. Where closer control of quantities is required special arrangements must be made.
4. Any claim for defective workmanship and material must be made within thirty days after receipt of the material. We will not accept return of any goods without our authority. Defective goods returned to our factory by the purchaser with our authority may be repaired or replaced or credit may be issued within the limitations of No. 3.
5. Inspection by Seller is made on a percentage basis only. If 100% inspection is required it is at Buyer's expense. Acceptable quality levels, including the designation of sampling plans, shall be established by Buyer in writing prior to quotation by Seller. Otherwise Seller reserves the right to adjust his quotation or delivered part price in consideration of a subsequent establishment of an A. Q. L. by Buyer.
6. Tools, dies, jigs, fixtures, gauges and their engineering and design are integral parts of Seller's manufacturing processes. Therefore separate quotation to or payment by Buyer for these items, supplied by Seller, conveys neither ownership nor the right of removal from Seller's factory.
7. Quotations covering machining of Buyer's material are made subject to delivery of the amount of material as specified by Seller in 12' or 20' lengths (as agreed to by Seller) FOB Seller's plant and are subject to change if material furnished by Buyer is defective or will not machine with reasonable wear on tools at the speed and feed estimated. Chemical and physical specifications are the sole responsibility of Buyer and parts manufactured from Buyer's material, which conforms, to blueprint specifications shall be accepted by Buyer. Seller does not guarantee to deliver more than 90% of the quantity ordered in accordance with No. 3. If Buyer's material proves defective in total or in part or of a different character than represented by either Buyer or material producer, all work performed by Seller shall be reimbursed by Buyer.
8. Orders may be canceled or deliveries deferred by Buyer with written consent of Seller only upon the condition that Buyer assumes immediate liability and makes payment to Seller for all work complete at the unit sales price; work in process on the basis of the percentage of completion thereof times the unit sales price; raw material, unamortized tooling, engineering and other cancellation charges incurred on the basis of cost to Seller plus handling and overhead charges. All cancellation charges to be determined at the time of cancellation or deferment.
9. All quotations shall be subject to increase without notice by the amount of any sales or excise tax levied or charged either by federal, state, or any other reasons that are beyond our control. Payments for all services and products must be made in USA funds.
10. Double HH Manufacturing shall not be held liable for any delays in filling an order caused by accidents to machinery, strikes, fires, floods, or any other reasons that are beyond our control.
11. The sale of the material covered by this order shall not grant to Customer any right or license of any kind under any patent owned or controlled by Double HH Manufacturing or under which Double HH Manufacturing is licensed, but the foregoing shall not be understood to limit in any way the right of the Customer to use and sell such material in the event that such material as sold hereunder is covered by any such patent.
12. Typographical and stenographic errors are subject to correction.