



TEXAS INJECTION MOLDING, LLC. STANDARD TERMS

1. Pricing provided in this quotation shall be valid for 30 days unless otherwise specified in writing. Pricing does not include taxes or freight unless specifically called out on this quotation.
2. No printing, assembling, inserts, special packaging, or machine work is included in this quotation unless specifically stated herein.
3. This proposal, if accepted, as well as subsequent orders, is/are not subject to cancellation, change, except with our consent and payment for all direct costs, plus 20% of these costs. All verbal agreements except as confirmed in writing in this proposal or by separate letter are void.
4. Texas Injection Molding, LLC. may aid our customers by submitting suggestions concerning design and construction of molded parts and will recommend various grades of materials but we will not assume any responsibility or liability for the suitability and performance of these design suggestions or material recommendations if customer elects to adopt them.
5. Raw materials, components, packaging supplied by the customer shall exceed by a minimum of 6% the amount required to fill the order for molded pieces, and shall be delivered F.O.B. our plant - all charges paid: Production will begin after receipt of all required components.
6. Delivery of 10% more or less than the quantity specified shall constitute fulfillment of the order and shall be accepted and paid for by the customer
7. Molded pieces will be shipped and billed as produced. We do not carry custom molded parts in stock unless specific terms and conditions for this arrangement are agreed to in writing in a separate Vendor Managed Inventory Agreement.
8. Unless otherwise stated, part cosmetic requirements will be based upon The Society of Plastics Industry, Inc., Cosmetics Specifications of Injection Molded Parts, 1994 Ed, Grade 2 Level C.
9. Plastic products are not considered to be rejects because of variations from print dimensions if they are made to and are unchanged from approved samples with respect to dimensions, finish and analysis; or failure with regard to function, or fitness for use, when the purchaser has specified or approved the design.
10. Claims for shortage or rejections must be made within 30 days after receipt of goods. Title and risk of loss shall pass to Buyer at the Point of Delivery. All claims for breakage, damage and loss of product due to freight carrier are the responsibility of Buyer to collect.
11. Seller agrees to replace or, at our option, to issue credit for all defective goods, provided claim therefore in writing, accompanied by representative samples, is made within 30 days after receipt of material by Buyer. But we shall not be responsible for the cost of labor or any other charges of any kind incurred outside of our plant. Goods claimed to be defective are not to be returned to us without prior written approval. Credit will not be issued for any parts which have been altered or defaced in any way or upon which any additional operation has been performed.
12. Seller assumes no responsibility for any loss or damage of any kind whatsoever occurring by reason of delay or inability to deliver caused by fires, floods, severe weather, accident, embargoes, delays of carriers, insurrection, riot, acts of the civil or military authority.
13. Any unpaid account for invoiced parts or mold work shall constitute a lien on any molds or tools in Seller's possession.
14. The Buyer agrees to indemnify, defend and hold Texas Injection Molding and its officers, Directors Employees and insureds harmless against any liability for Buyers sole negligence, contributory negligence or willful misconduct related to the use of products supplied by Texas Injection Molding. Furthermore, Buyer agrees to indemnify, defend and hold Texas Injection Molding and its officers, Directors Employees and insureds harmless against any liability for Buyers infringement of patents or trademarks arising from compliance with Buyers provided designs, specifications or instructions.
15. Seller's total liability arising from any sale of goods to Buyer for any claims of any nature, whether based in contract, tort (including negligence), indemnity, contribution, strict liability or otherwise, shall not exceed the purchase price of the portion of the goods in respect of which such claims are made. In no event shall Seller be liable for any indirect, special, consequential, contingent, exemplary, or punitive damages incurred by Buyer, even if Seller has been advised of the possibility of such damage.
16. We agree to maintain all molds built by us in operating condition for a maximum of 250,000 cycles unless agreed to in writing on our quotation, except that our liability shall not extend for more than one year after the completion of the most recent production order. After such a period of inactivity we accept no responsibility for its/their continued existence or availability and we do reserve the right to charge a reasonable fee for storage for molds in our possession. This clause will not be invalidated by lack of written notification of the expiration date or our intention to exercise these rights.
17. This proposal, when accepted by the Buyer, shall become a contract effective under the laws of the State of Texas. Issuance of a purchase order based on this quotation constitutes acceptance of this contract, terms and conditions.