



Mantaine Corporation
Terms and Conditions of Sale

1. This proposal expires 45 days from the date noted on the front of this quotation. The recipient of this proposal is referred to in it as “you”, “your” or “Buyer”, and “parts” and “products” means all goods or articles sold by us to or produced for you. After completion of the initial production run, we reserve the right to increase the price for all parts which you buy from us. Your signature on this quotation or acceptance of our products confirms our agreement that all previous communication between us about our products is abrogated and withdrawn, and the terms and conditions contained in this quotation constitute the whole agreement between us. This quotation may not be assigned, nor may any of its conditions be modified, except by a supplemental writing signed by both of us. Any provisions of your purchase order which conflict with or add to this quotation shall not be binding on us. Clerical errors contained in this quotation are subject to correction. Quoted prices: (a) do not include and you agree to pay applicable city, county, state, federal and other taxes which are or may become effective, and (b) are based upon continuous operation of the dies and molds in the quantities specified. You agree to pay us for our standard charge for increased cost or loss resulting from your reduction of quoted quantities or your delay of our scheduled production. New orders for previously ordered parts shall only be subject to the terms and conditions contained in this quotation.
2. Upon completion of the sample parts, they will be submitted to you for approval. Parts made in accordance with samples approved by you are to be considered as made in compliance with specifications and parts acceptable to you. All parts will be made to finished sizes, subject to the commercial variation incident to our process of manufacture. Changes in the parts required to suit our process of manufacture shall be considered part of the design approved by you, unless you instruct us otherwise. You agree to pay to us our invoiced amount for all changes made on the original specifications, after dies or molds are placed in production.
3. You agree to promptly pay our invoices in accordance with the credit terms contained in this quotation. These terms or those subsequently allowed may be changed by us by written notice to you at any time we feel insecure for credit reasons or because you fail to make payment as agreed. In either of those events, you agree that we may recall parts in transit, repossess identifiable parts, or require payment in full before proceeding to manufacture, ship or deliver parts. All correspondence should be sent to: Mantaine Corporation, 4754 E High St, Mantua OH 44255. **Payments related to disputed amounts, including instruments tendered in full satisfaction of a debt, are to be sent to: Mantaine Corporation, PO BOX 931229 Cleveland, OH 44193-1353.** Our terms are NET 30 from the date of invoice.
4. You agree to accept a quantity of parts within 10% plus or minus of the quantity ordered, on all parts made by us for you. Deliveries of parts, unless otherwise specified, shall commence as soon as our schedules permit after we approve the samples or parts for production, and shall be made in accordance with our rate of production until orders are completed. If our work and delivery of your parts by a specific date is delayed by events beyond our control, including but not limited to unforeseen production engineering difficulties, unavailability of raw materials, strikes, accidents or acts of God, our time for performance shall be extended on a day-for-day basis equal to the time of the delay. If you do not issue a production order pursuant to our quotation, within three months after your approval of a sample part that we made at your request, you agree to reimburse us for our development efforts per and upon invoice. If you place a production order and then cancel it, you agree to pay us upon invoice for the sales value of in process and completed parts production. After we begin production of your order, we cannot accept requests for delays in production or delivery of your parts. If your order requires delivery at our manufacturing facility, and you do not pick it up within 14 days after the date for delivery, we may ship that order to you via common carrier at your expense and risk.

5. Mantaine warrants that it shall, at its option, replace or issue a credit for any parts which do not comply with our standards or sample parts approved by you, provided that those defective parts have not been altered, machined or finished and you make your claim in writing within 30 days of your receipt of the parts. You agree not to return any parts you believe are defective until after you allow us a reasonable time to inspect them, and you obtain from us an authorization return parts number. Parts returned without this number will not be accepted if returned. You agree that this is your exclusive remedy in the event of defective parts, and that we shall have no liability for loss of profits or revenue, or the loss of use of either, transportation costs, other materials, supplies or services outside our scope of supply, claims by or losses of your customers, inventory or use charges, or incidental or consequential damages of any nature, and in no event shall our liability ever exceed the price of the quoted parts. You agree to defend, indemnify and hold us harmless from claims based upon or related to your design.

THE EXPRESS WARRANTY SET FORTH IN THIS PARAGRAPH IS EXCLUSIVE, AND NO OTHER WARRANTIES OF ANY KIND, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY.

6. All special tooling is the property of the Seller. The term "Special Tooling" shall include such items as molds, dies, jigs, fixtures, mandrels, etc. The seller warrants that such Special Tooling shall be used for the buyer's work only and it shall be the responsibility of seller to maintain the Special Tooling in good working order for its normal useful life. You agree to pay our invoiced amount for alterations, duplications, or replacement of Special Tooling.
7. In the event any of the parts produced under this contract infringe or are claimed to infringe any patent, copyright, or trademark, you agree to indemnify and save us harmless from any and all damages, losses or expenses, direct or indirect, to which we may be subjected on that account including but not limited to losses resulting from judgment, attorneys' fees, or settlements with our without your consent.
8. Our Engineering Department may furnish suggestions concerning the design and construction of parts. We, however, assume no responsibility of any kind concerning such suggestions or their use after adoption by you, and we make no express or implied warranty with reference to such suggestions.
9. The failure upon our part to insist upon a strict performance of any of the terms and conditions herein shall not be deemed to be a waiver of such terms of conditions or of any rights or remedies which we may have in demanding strict performance of all the terms and conditions herein contained. This quotation and all disputes which arise from it shall be resolved in Ohio in accord with Ohio law.