



BERRIEN METAL PRODUCTS, INC.
460 POST RD BUCHANAN MI 49107
TERMS & CONDITIONS OF SALE:

1. GUARANTEE:

Unless otherwise noted on the quotation, all items manufactured by BMP are guaranteed against defects in material and workmanship for one year from the date of shipment. Should a defect in material or workmanship appear within the one year period and it is clearly shown that same was not due to abuse in handling, misapplication in operation or maintenance, and that due care has been exercised for the protection of the items during periods of idleness or storage, the company will, at its option, repair or replace such defective parts. BMP will not assume responsibility for any expense, liability, or damage incurred by the customer as a result of mounting or disassembly of items purchased. A valid non-conformance occurs when greater than 1% of total order has specifications outside those agreed upon at contract review.

2. TAXES:

Taxes, if any, are to be paid by the customer.

3. DELIVERY:

Delivery promises are based on conditions at the time the estimate is submitted. Dates shown are subject to change for reasons beyond our control, such as, transportation delays, strikes, riots, fires, acts of God or our inability to obtain necessary materials for fabrication.

4. DELAYED SHIPMENTS AND CANCELLATION:

If the purchaser cannot receive the items when ready for shipment, BMP reserves the right to invoice purchaser for the items. If purchaser places a hold on incomplete work, BMP reserves the right to submit a partial invoice to cover cost of production to date of suspension. The purchaser may only cancel his order by written notice to BMP. Such cancellation will be subject to charges incurred by BMP based on engineering, manufacturing, or outside purchasing completed or irrevocably incurred, at the time notice of cancellation is received in writing at the Home Office.

5. TOOLS:

Any tool on which no production order has been received for three years shall be considered obsolete, and we shall accept no responsibility for the continued existence or availability of same after such period of inaction. Customer will be expected to pay the costs for all changes in tools and dies made necessary by changes in its specifications as originally accepted. We assume no responsibility for damage to tools from resulting from fire, water, casualty, strike, riot, insurrection or Acts of God while such tools are in our possession. Customer agrees that we will have a lien upon all of its dies, tools of parts and for any orders shipped in process, or unfilled, it being understood that such lien shall continue until all of customer's obligations to us are satisfied in full.

6. DESIGN:

BMP shall have no responsibility for the design of the items manufactured. Responsibility is limited to the compliance of the blueprint specifications provided by the purchaser. We are not to be held accountable for the safety, artistic, mechanical or practical advantages or disadvantages of the design or construction of the part or parts. Customer agrees to indemnify and hold us harmless for or against any and all loss, cost, liability, or expense resulting from or attributable to infringement or claimed infringement of patents or trademarks involved in the manufacture for customer of any order.

7. LIABILITY

BMP will not be liable for any damage caused by the use of the items purchased, whether or not operated in accordance with instructions. Liability under any contract shall in no case exceed the price paid for goods furnished by BMP. In no event will BMP be liable for consequential damages, or in the failure of the buyer to provide proper safety features for the protection of personnel in the use of items purchased for BMP.

8. CHANGES OR ADDITIONS:

It is agreed that prices herein shown include only those items listed on the face of quotation of acknowledgment. An additional charge will be made for items not listed, added subsequently, or changes in specifications.

9. ERRORS:

BMP reserves the right to correct any typographical or clerical errors which may be present in the prices, specifications, or acknowledgment.

10. INSPECTION:

These prices do not include 100% inspection unless specifically stipulated. Individual inspection will be made of the customer's expense and only parts proved defective by the customer's individual inspection will be accepted for claim for credit or replacement at seller's option.

11. TERMS:

We may at any time alter or suspend credit, refuse shipment, or cancel unfilled orders, when in our opinion the financial condition of the customer, or status of customer account warrants it, or when delivery is delayed by fault of the customer, or the customer is delinquent in any payments. By placing an order, you agree that all Invoices issued by BMP are SECURED DEBT from the date of issue and therefore BMP will be paid in full along with the banks in the event of a bankruptcy of your company. Also you agree that debt collection services and other methods of securing debt can be used against you in the event of default.

12. CONTRACT:

Subject to the above conditions, the acceptance of this quotation constitutes a contract. The act of placing your order based on this quotation constitutes acceptance.

Form # R-1105-TERMS-&-CONDITIONS-OF-SALE.dotx

Rev A	Release to ISO System	11/04/2014 krj
Rev B	Changed 11. Terms to read differently, added text	01/06/17 JSB
Rev C	Modified header	05/24/22 JSB