

Cleveland Hardware and Forging Company

Terms and Conditions

Unless otherwise agreed to in writing or modified on first page of quote, this quote is made subject to the following conditions:

1. Quotations are for acceptance within 30 days only. Quotations not accepted within 30 days are subject to re-quoting. Buyer's purchase order consistent with this quotation constitutes acceptance by purchaser.
2. Quotes are based on PRESENT material and related costs as of the date of quote. Unless otherwise agreed in writing between seller and purchaser, additional charges may apply, and will be reflected in the final selling price, including:
 - a. Steel Surcharges – Additional fees associated with the cost of steel;
 - b. Duty & Tariff – Any fees associated with import or export duty and/or tariffs;
 - c. Packaging and Handling charges –Based on packaging used and purchase order requirements; and
 - d. Production part approval, first articles, certificates of conformance, or other certifications as requested by Purchaser not otherwise set forth in writing in the quote.
3. Payment terms are subject to credit approval by seller. Ultimate payment terms may change based on sellers review of buyer's credit information.
4. Standard down-payment terms for tooling charges are as set forth in the quote, any net remaining balance is due and payable within 30 days after shipment of production parts and/or sample approval unless otherwise agreed in writing between seller and purchaser.
5. Any balance unpaid beyond the payment terms set forth in the quote shall accrue a late fee at the rate of 2% per month until the full balance is paid. Purchaser agrees to pay all collection costs incurred by seller, including actual attorneys' fees and costs.
6. Any tax imposed by federal, state, or other governmental authority on the sale of the merchandise and service shall be paid in addition to the purchase price. Such taxes shall be charged without markup and in addition to any duties or tariffs otherwise set forth herein.
7. Unless otherwise agreed in writing between seller and purchaser, prices are only for quantity indicated, for production and shipment in one (1) lot or as near thereto as seller's production as possible.
8. Date of delivery is determined from the date of seller's acceptance of any order(s) by purchaser and are estimates of approximate dates of delivery, not a guaranty of a particular day of delivery. Seller shall not be liable for failure or delay in shipping goods if such failure or delay is due to an act of God, war, labor difficulties, accident, inability to obtain containers or raw materials, or any other causes of any kind whatsoever beyond seller's control.
9. Purchaser shall, with respect to goods packaged by seller in accordance with designs, process or formulas supplied, determined or requested by purchaser, hold seller harmless and defend seller at purchaser's expense and pay costs and damages awarded in any suit brought against seller for infringement of any letters patent by reason of use of such designs, processes, or formulas, provided seller promptly notifies purchaser in writing of any claim of or suit for infringement and tenders defense thereof to purchaser. Seller is entitled, but not required, to be represented in any suit at its own expense.
10. Except for the warranty that the goods are made in a workmanlike manner and in accordance with the specifications supplied or agreed to by purchaser and are made or packaged pursuant to the customary manufacturing procedures of seller, SELLER MAKES NO WARRANTY EXPRESS OR IMPLIED AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEEDS THE FOREGOING WARRANTY IS HEREBY DISCLAIMED BY SELLER. Seller will not be liable for any consequential damage, loss, or expense arising in connection with the use of or the inability to use its goods for any purposes whatever. Seller's maximum liability shall NOT in any case exceed the contract price for the goods claimed to be defective or unsuitable.
11. The products covered by this invoice shall be deemed finally inspected and accepted within (15) days after delivery thereof, unless notice of rejection is given in writing to the seller within said period. Acceptance as aforesaid shall be deemed full performance of seller's obligation hereunder.
12. Seller shall not be responsible for products that have been modified in any way after leaving seller's facility, and seller does not assume responsibility for any rework applied to parts without its prior written consent. No goods shall be returned without seller's permission. Defective material will be replaced or credited at seller's sole discretion.
13. Tooling charges are required for production of the forgings. The payment of such charges does not convey the right to the exclusive use of any special tools required or to their preservation by the seller. Such charges are made only for the initial quantity and for the rate of delivery specified of a particular design. The charge for any change in design or different rate of delivery will be quoted by the seller upon request. Upon acceptance as otherwise provided herein, all tooling shall be the property of purchaser and seller shall assume all expenses associated with upkeep of tooling. Any tooling in seller's possession for which purchaser either (a) does not seek return or (b) is not otherwise utilized for two years only after the date of the last order requiring their use by purchaser shall be deemed abandoned and purchaser's ownership thereof shall be relinquished. Any costs incurred in returning parts or tooling to purchaser shall be at purchaser's sole cost and expense.
14. These terms and conditions shall be governed and applied exclusively under the laws of the State of Wisconsin. The exclusive venue for any controversy, dispute, or claim arising out of, or relating in any way to the products, shipments, or other transactions contemplated hereunder, which is not settled by mutual consent between the seller and the purchaser, shall be the Brown County Circuit Court, Green Bay, Wisconsin. Purchaser unconditionally agrees not to plead or claim in any such action, suit, or proceeding brought in any such court that it has been brought in an inconvenient or improper forum.
15. Any terms or conditions proposed in purchaser's acceptance, or in any acknowledgement, invoice, or other form of purchaser that adds to, varies from, or otherwise conflicts with the terms herein are hereby rejected. Any such proposed terms shall be void and the terms and conditions set forth herein shall supersede.
16. Cancellations: All Cleveland Hardware and Forging products are "made-to-order." If you wish to cancel an order that has already entered production or that Cleveland Hardware and Forging has already committed resources to, a 20% cancellation charge will be invoiced. Custom orders (items not in our standard product line) are ineligible for cancellation.