

Terms & Conditions Of Sale



1.) Quotations

All quotations shall be construed as seller's offers to sell.

2.) Acceptance, Governing Provisions and Cancellations

This writing constitutes an offer by Milwaukee Bearing & Machining, Inc. ("Seller") to sell the products and/or services described herein in accordance with these terms and conditions and is expressly conditioned upon purchaser's assent to these terms and conditions unless seller receives written notice of any objection within 5 days from the date seller acknowledges an order. No additional or different specifications will be binding upon seller unless specifically agreed to in writing: failure of seller to object to provisions contained in any purchase order or other communication from a purchaser shall not be construed as a waiver of these terms and conditions shall constitute the entire agreement between seller and purchaser, and shall be governed by and shall be construed according to the internal laws of the State of Wisconsin. No order accepted by seller may be cancelled or altered by the purchaser except upon terms and conditions acceptable to seller as evidenced by seller's written consent.

3.) Delivery

Delivery of products to a carrier at seller's plant or other loading point shall constitute delivery to purchaser: regardless of shipping terms or freight payment, all risk of loss or damage in transit shall be borne by purchaser.

Claims for shortage and other errors in delivery must be made in writing to seller within 10 days after receipt of shipment and failure to give such notice shall constitute unqualified acceptance of a waiver of all such claims by purchaser. Claims for loss or damage to products in transit should be made to the carrier and not to the seller.

Seller reserves the right to make delivery in installments, unless otherwise expressly stipulated herein: all such installments to be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries.

Unless stated in writing by purchaser upon ordering, purchaser will accept under or overshipments of up to 10% of the quantities originally ordered.

4.) Delay

Delay in delivery of any installment shall not relieve purchaser of his obligations to accept remaining deliveries. Seller shall not be liable for any damage as a result of any delay due to any cause beyond seller's reasonable control, including, without limitations, an act of God, act of the purchaser, embargo or other governmental act, regulation or request, fire, accident, strike, slow-down, a war, riot, delay in transportation, inability to obtain essential materials.

5.) Packaging & Storage

Unless otherwise specified in the contract for sale, packaging and preservation methods employed by seller will be satisfactory only for inside storage of products for not to exceed 6 months. If the products are not shipped within 15 days after notification to the purchaser that they are ready for shipping, for any reason beyond seller's reasonable control, including purchaser's failure to give shipping instructions, seller may store such products at the purchaser's risk in a warehouse or yard or upon seller's premises; and the purchaser shall pay all handling, transportation and storage costs at the prevailing commercial rate submission of invoices therefore.

6.) Changes

Seller may at any time make such changes in design and construction of products as shall constitute an improvement in the judgment of seller. Seller may furnish suitable substitutes for materials unobtainable because of priorities or regulations established by government authority or nonavailability of materials from suppliers.

7.) Payment

The net amount of an invoice shall be due 30 days after invoice date; a cash discount will be allowed for payment within 10 days after the invoice date. Invoices may be submitted as partial shipments are made. If during the time of the contract the financial condition of the purchaser shall not justify the terms of payment specified, seller may demand full or partial payment in advance before proceeding or continuing with performance of the contract. If shipment shall be delayed beyond the scheduled date by the purchaser, payment shall be due in full when seller is prepared to make the shipment. If purchaser shall default in any payment when due, then the seller, at his option, without prejudice to other lawful remedies may declare the entire contract price immediately due and payable, defer delivery or cancel the contract for sale.

8.) Late Charges

Purchaser shall pay a late payment charge of 1.5 percent per month, or the maximum rate permitted by applicable law, whichever is less, on any unpaid amount for each calendar month or fraction thereof that any payments are in arrears to seller.

9.) Attorney Fees

Should seller institute legal proceedings to enforce the payment terms or conditions of this Agreement, the seller shall be entitled to recover from purchaser all of its reasonable expenses, including attorney's fees, costs, and other expenses reasonably and necessarily incurred.

10.) Taxes And Other Charges

Any manufacturer's tax, retailer's occupational tax, use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any government authority on or measured by any transaction between seller and the purchaser shall be paid by the purchaser in addition to the prices quoted or invoiced, in the event seller shall be required to pay any such tax, fee or charge, the purchaser shall reimburse seller therefore; or in lieu of such payment, the purchaser shall provide seller at the time the order is submitted with an exemption certificate or other document acceptable to the authority imposing the same.

11.) Warranty

Seller warrants its products to be free from defects in materials and workmanship for a period of one (1) year after installation but no more than one and one half (1-1/2) years after shipment by seller. If within such period any such products shall be proved to seller's satisfaction to be so defective, such products shall be repaired or replaced at seller's option. Seller's obligation upon such warranty shall be limited to such repair or replacement and shall be conditioned upon seller's receiving written notice of any alleged defect within 10 days after its discovery and, at seller's option, return such products or parts to seller, f.o.b. its factory. Seller assumes no liability whatsoever for expenses of removing any defective product or part or for installing the repaired product or part or a replacement therefore or of any loss or damage to equipment in connection with which seller's products or parts shall be used.

This warranty shall not apply to products or parts not manufactured by seller or to products or parts which shall have been repaired or altered by others than seller so as, in its judgment, adversely affect the same, or which shall have been subject to negligence, accident, damage by circumstances beyond seller's control, or improper operation, maintenance or storage, or to other than normal use or service. With respect to products and parts not manufactured by seller, the warranty obligation of seller shall in all respect conform and be limited to the warranty actually extended to seller by its supplier.

The foregoing warranty is exclusive and in lieu of all other express and implied warranties (except of title), including but not limited to implied warranties of merchantability and fitness for a particular purpose. Seller shall not be subject to any other obligations or liabilities whatsoever, with respect to products manufactured or furnished by it, or any undertaking, acts or omissions relating thereto.

12.) Return of Products

Products may be returned to seller for credit only when seller's written permission is obtained by purchaser in advance. Return products must be securely packed to reach seller without damage and any cost incurred by the seller to put products in first-class condition will be charged to the purchaser.

13.) Consequential Damages, Indemnity

Anything to the contrary contained herein notwithstanding, seller shall not be liable for any consequential contingent or incidental damages whatsoever.

Purchaser shall indemnify seller against any and all losses, damages and expenses (including attorneys fees and other costs of defending any action) that may sustain or incur as a result of any claim of negligence, breach of implied warranty or strict liability in tort by purchaser, its successors and assigns and its customers whether direct or indirect, in connection with the use of products furnished hereunder, including without limitation, such as may be caused by the negligence of seller, its officers and employees.