

1. **ORDERS:** Quotations are effective for 60 days; thereafter, quotations are subject to change due to changing plant conditions and fluctuations in raw material prices. All orders are subject to credit approval. Orders may not be cancelled until all finished products have been paid for, at the contract price, and all materials and labor charges for work in process have been paid in full. Prices are based on an initial set-up and uninterrupted production of the full quantity quoted, unless otherwise agreed upon in writing. Quoted tooling price includes 1 pc. to be furnished to customer for approval prior to start of production run. Shipments are subject to quantity variation of plus or minus 5% the quantity ordered. The quantity shipped will be invoiced at the contract price.
2. **PAYMENT:** Payments are due within 30 days from date of invoice, unless otherwise specified. Overdue payments are subject to a finance charge at the rate of one and one half (1-1/2) percent per month until paid. Credit may be suspended on any account that is overdue.
3. **TAXES:** Customer shall pay all applicable sales, excise, personal property, transportation, and other similar taxes imposed by federal, state, or local governmental authorities on tools and products.
4. **DELIVERY:** The quoted delivery time is the estimated production time required after receipt of an order by Formed Plastics. All estimates are FOB Formed Plastics' facility, unless otherwise noted. Upon pickup by carrier, risk of damage or loss to products manufactured by Formed Plastics transfers to Customer.
5. **SHIPMENT:** Unless detailed instructions are provided upon order placement, Formed Plastics will select the carrier for shipment and Customer will pay all charges for freight, cargo insurance, and any related taxes.
6. **ACCURACY:** Unless otherwise agreed to in writing, products will be supplied within ordinary commercial variations. For rotational molding, parts will be manufactured according to standard tolerances of +/- .020 inch/inch as specified in The Introductory Guide to Designing Rotationally Molded Plastic Parts. A written agreement regarding tolerances on important dimensions is required before production.
7. **TOOLS**
 - a. All molds, dies, trim fixtures, and accessory items ("Tools") supplied by Formed Plastics shall become the property of Customer upon payment in full of any specified tooling charges and the contract price of the quantity of product specified in the Quotation. Upon Customer's payment of all obligations to Formed Plastics, Formed Plastics agrees, at Customer's request, to return Customer's Tools via freight collect in good condition, reasonable wear and tear excepted. Risk of loss to Tools always remains with customer and Formed Plastics shall have no obligation to insure or replace any tools.
 - b. Customer agrees that Tools may require repairs or replacement after a period of use in order to assure continued adherence to production specification. If Formed Plastics notifies Customer that repair or replacement is necessary, Customer shall have the option to (1) pay for such repairs or replacement, (2) provide Formed Plastics with new tools, or (3) request continued production with existing Tools, but on the condition that Formed Plastics shall thereafter have no liability for defective or non-conforming products produced with the existing Tools.
8. **SAMPLES:** Samples will be submitted on all orders requiring new Tools. Written approval of a sample will be required before start of production run. After approval of a sample, any changes to Tools or products requested by Customer will be at Customer's expense. First Article Inspection reports are not included in quotations, but can be quoted separately upon customer request.
9. **WARRANTY:** If Formed Plastics supplies the Tools, Formed Plastics warrants that the products will conform to the terms of this Quotation and will be manufactured in a good and workmanlike matter. Formed Plastics expressly disclaims any and all other warranties, whether express or implied, including without limitation any warranties of merchantability or fitness for a particular use. In no event will Formed Plastics be liable for any components, inserts, or accessories supplied by Customer, or for any indirect, incidental, or consequential damages, including products liability claims or claims for lost profits, and Formed Plastics' liability for any failure to satisfy its obligations shall be limited to the contract price. All claims for shortages must be made in writing within 5 days of Customer's receipt of products. If customer claims that a product is defective and Formed Plastics authorizes return for inspection in writing, Customer shall ship the product to Formed Plastics. Return authorization does not constitute an admission that a product is defective. Formed Plastics shall not be responsible for charges of any kind incurred by Customer with third parties or for a product which has been assembled, machined, altered, or finished in any way after delivery to Customer.
10. **INDEMNIFICATION:** By supplying or ordering Tools or products, Customer (a) represents and warrants to Formed Plastics that Customer has the right to have Formed Plastics manufacture the products and any Tools requested by Customer and that such Tools and products do not infringe upon or violate any patents, copyrights, trademarks, or other trade secrets of any party and (b) agrees to indemnify and save Formed Plastics harmless from any claim, liability, loss, cost, or damages resulting from Customer's breach of any of these Terms and Conditions, including without limitation, all reasonable attorney's fees incurred by Formed Plastics in enforcing its rights hereunder.
11. **MISCELLANEOUS:** Unless otherwise indicated, Quotation does not include packaging costs. By signing this Quotation or supplying or ordering Tools or products, this Quotation shall become the sole contract between Customer and Formed Plastics relating to the products and Tools specified. Any provisions of any purchase order or other prior or future correspondence from Customer which are inconsistent with these Terms and Conditions shall not be binding upon Formed Plastics unless Formed Plastics agrees to such additional items in writing. This Quotation shall be governed by the laws of New York.