

Horberg Industries, Inc.
TERMS and CONDITIONS of SALE (Rev NC, Effective 7/26/2018)

Quotations - All written quotations expire within ninety days. All verbal quotations are subject to change until purchase order is accepted by Horberg. Acceptance of a purchase order does not necessarily establish a price for re-order. QUOTATIONS COVERING WORK ON CUSTOMER'S MATERIAL OR PARTS ARE SUBJECT TO CHANGE IF THE MATERIAL OR PARTS FURNISHED WILL NOT PROCESS AT THE SPEED AND FEED ORIGINALLY ESTIMATED.

Price - All prices are F.O.B. Bridgeport, Connecticut, unless otherwise specified. All prices are subject to change without notice until customer's purchase order is accepted by Horberg at its Bridgeport, Connecticut office. Prices do not include sales, use, property, excise or other such taxes.

Orders - All orders placed with sales staff or selling agents are subject to approval at the Bridgeport, Connecticut office. Acceptance of all orders is expressly conditioned upon customer's assent to all of the terms and conditions stated herein as the sole terms and conditions of sale or service.

Terms of Payment - Accounts may be opened by firms or individuals with credit approved by Horberg. Payment shall be net cash within thirty (30) days of invoice unless otherwise specified. Customer shall reimburse Horberg for any expenses incurred in the collection of any overdue balances, including court costs and reasonable attorney's fees. A late charge of one and one-half (1-1/2%) percent per month will be applied to the balance of all accounts not paid when due.

Deferred Deliveries - Delivery of goods may not be deferred by the customer for more than sixty (60) days beyond the original delivery date specified by the customer. If the customer fails to accept the goods at that time, Horberg will ship the goods to the customer at customer's expense and then bill on regular terms.

Cancellation - Once an order is accepted by Horberg, it cannot be cancelled or changed without the written consent of Horberg. If such consent is given, a cancellation or change charge may be applied by Horberg.

Shipment to Horberg - All materials or parts shipped by the customer to Horberg in containers inadequate for return shipment will be properly boxed at the customer's expense.

Shipment to Customer - In the absence of any shipping directions, Horberg will use discretion in forwarding by express or parcel post when packages are small. Parcel post shipments will be insured at customer's expense unless otherwise specified. Horberg assumes no responsibility for placing value upon shipments unless specified by the customer. Any special packing will be at the customer's expense.

Delivery - All orders are accepted contingent upon fires, labor troubles, accidents, failure of Horberg's suppliers to deliver, Government directives or requests, and other causes beyond Horberg's control. Shipping dates given by Horberg prior to delivery are an estimate only and Horberg will not be liable for failure to meet such dates.

Quantities - All quotations are based upon the customer accepting over-runs and under-runs not exceeding ten (10%) percent of the quantity ordered, to be paid for or credited on a pro rata basis. When material or parts are furnished by the customer, Horberg may furnish ninety (90%) percent of the amount of the order.

Tolerances - When a customer orders pursuant to its own specifications, Horberg will not be responsible for the design and/or fitting of the parts. All dimensions must be limited by a specified tolerance. It is understood that concentricity is not a dimension, but is the relation that one dimension bears to another, and must be specified separately from dimensions. When concentricity limitation is specified, it is understood that it means the actual eccentricity allowed between two dimensions, and that the actual eccentricity is one-half what is registered by a dial reading. When concentricity is not specified, the work will be done in the most economical manner without particular regard to concentricity and quotations are made on this basis.

Gauges - Gauges are not included in quotations unless specifically stated. Where tolerances are closer than the commercial limits described under "Tolerances" or when dimensions cannot be readily gauged with standard gauges or micrometers, the customers may furnish manufacturing gauges or such gauges will be supplied by Horberg at the customer's expense.

Dies, Tools and Gauges - Charges for dies, tools or gauges do not convey any ownership right or the right to remove them from Horberg's premises, but the customer may purchase dies, tools or gauges from Horberg.

Inspection - Quotations do not include one hundred (100%) percent inspection unless specified.

Patents - It is not the intention of Horberg to manufacture or grind any product which is an infringement of a patented article, and it is understood that Horberg will be notified immediately if any such claim is made. If such claim is made, Horberg may at its option cancel customer's purchase order. Customer will hold harmless and indemnify Horberg from any patent infringement claims where parts and/or specifications are supplied by the customer.

DISCLAIMER OF WARRANTY - HORBERG DISCLAIMS ALL EXPRESS WARRANTIES OTHER THAN THOSE CONTAINED IN ANY CERTIFICATE OF COMPLIANCE SIGNED BY HORBERG. HORBERG DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS TO ALL GOODS AND PARTS MANUFACTURED BY HORBERG, AND AS TO ALL GRINDING OPERATIONS UNDERTAKEN BY HORBERG.

LIMITATION OF LIABILITY AND REMEDIES - HORBERG'S LIABILITY FOR DAMAGES ARISING FROM ANY NONCONFORMITY OF ITS MANUFACTURED PARTS SHALL BE LIMITED, AT HORBERG'S OPTION, TO THE REPAIR OR REPLACEMENT OF THE PART. AS TO ALL GRINDING OPERATIONS PERFORMED ON CUSTOMER'S PARTS, IT IS RECOGNIZED THAT EVEN AFTER EMPLOYING ALL TECHNOLOGY KNOWN TO HORBERG, THERE STILL REMAIN UNAVOIDABLE HAZARDS IN THE GRINDING PROCESS. THEREFORE, HORBERG'S LIABILITY FOR DAMAGES ARISING FROM ANY NONCONFORMITY OF DAMAGE TO PARTS SHALL BE LIMITED TO THE AMOUNT OF HORBERG'S CHARGES FOR THE WORK DONE. HORBERG IS NOT LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR REPLACEMENT COSTS. CUSTOMER WAIVES ALL OTHER REMEDIES. HORBERG IS NOT LIABLE FOR ANY CLAIM MADE BY A THIRD PARTY INCLUDING ANY CLAIM FOR NEGLIGENCE OR STRICT LIABILITY.

Claims - All claims made pursuant to the preceding section must be made in writing to Horberg within two weeks of customer's receipt of shipment. Horberg has the option of inspecting the parts at the customer's premises or at Horberg's factory in Bridgeport, Connecticut. All refunds and/or replacements shall be at the discretion of Horberg.