

Bob's Powder Coating

TERMS AND CONDITIONS

Bob's Powder Coating (noted as BPC throughout this document) quotation, sale, or acceptance of buyer's purchase order, or buyer's order or acceptance of BPC services, is expressly conditioned on buyer's assent to the terms and conditions printed below. Bob's Powder Coating does not agree to any conflicting terms proposed by buyer in any purchase order or other communication unless they are signed separately by both parties. BPC failure to object to provisions contained in any communication from buyer will not be a waiver of any provisions of the terms and conditions below.

1. PAYMENT Net 30 days from invoice date. F.O.B. our plant. Credit subject to approval.
2. CONDITIONS The information contained on this quotation represents our entire understanding of the transaction. Any changes or differences must be agreed to in writing by BPC.
3. QUANTITIES Prices are based on the quantity released at one time. Split shipments may be arranged; please consult our Estimating Department.
4. DELIVERY Every effort will be made to fill orders within the time promised which is based on our present workload and is subject to availability of powder used to paint your part. We do not assume any responsibility for damages growing out of or owing to any delay in delivery. Delivery runs from receipt of order.
5. TOLERANCES Tolerances shown on print will be maintained unless we specify otherwise. If no tolerances are shown we will maintain commercial tolerances.
6. CANCELLATION All orders are non-cancellable. Initial delivery dates may not be changed unless BPC agrees in writing to such changes. Under certain circumstances, BPC may allow cancellation or delay in delivery requested by buyer, subject to payment by buyer of cancellation charges specified by BPC at the time buyer requests cancellation or delay in delivery. Cancellation charges will include expenses incurred by BPC and estimated lost profit. No offer by BPC to accept a cancellation or delay in delivery requested by buyer will operate as a waiver of BCP rights under this contract and applicable law unless such cancellation charges are paid to BPC by buyer within 10 days of notice thereof.
7. METHOD OF SHIPPMENT Unless otherwise directed, we will ship in what we consider to be the best method of transportation. Air shipments are made only at the buyer's expense and direction.
8. SAMPLES We reserve the right to assess a charge for approval samples. Costs to revise the part after submission of samples are at the buyer's expense.

9. WARRANTY DISCLAIMER

THE EXPRESS WARRANTIES STATED HEREIN ARE IN LIEU OF ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE. BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON BPC SKILL OR JUDGMENT WITH REGARD TO THE SUITABILITY FOR ANY PARTICULAR PURPOSE OF THE PRODUCTS SPECIFIED HEREIN. BPC SHALL NOT BE LIABLE FOR DAMAGES, INCLUDING SPECIAL, INCIDENTAL, OR ON SEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH ANY DEFECT IN THE PARTS. BCP IS ONLY RESPONSIBLE FOR THE QUOTED COST OF POWDER COATING THE PARTS BASED ON THE QUANTITY QUOTED, RECEIVED AND PROCESSED AT BPC. BPC IS ALSO NOT RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER PARTS WITH REGARD TO PACKAGING OR SHIPPING OF THE PRODUCT.

10. INDEMNITY

Buyer shall indemnify BPC against and hold BPC harmless from any and all claims, actions, damages, including reasonable attorneys' fees, obligations, liabilities, and liens (including any of the foregoing arising out of or imposed under the doctrine of "strict liability") , arising out of the manufacture, purchase, lease, possession, operation, condition, return or use of the parts, or by operation of law, excluding, however, any of the foregoing resulting from culpable negligence or willful misconduct of BPC. Buyer agrees to fully indemnify and hold harmless BPC from any such claims, actions or damages, including reasonable attorneys' fees and costs incurred in defending such actions, to the extent such claims, actions or damages arise out of a defects contained in the specifications or blueprints provided by Buyer to BPC.

11. MINNESOTA

Minnesota law will be applied in interpreting any questions concerning this transaction and any claims there law under. Any action commenced by Buyer arising out of this transaction shall be in a state or federal court in Minnesota.