



NEW METHOD STEEL STAMPS, INC.

17801 HELRO DR. – P.O BOX 338 - FRASER, MI 48026 - U.S.A

NEW METHOD STEEL STAMPS, INC TERMS AND CONDITIONS

DEFINITIONS: “Buyer” as used herein shall mean the purchaser of goods from New Method Steel Stamps, Inc. “Seller” shall mean New Method Steel Stamps, Inc.

“Product” shall mean goods purchased by Buyer and shall include the plural.

Seller guarantees all products manufactured by Seller to be free from defects in workmanship and processes that would prevent the product from performing their stated objective. Please Note: Marking is an extremely subjective process. Unless specifically noted on Buyer's custom drawing, Seller will strive to conform to reasonably acceptable industry results and standards. All marking tools required to meet special notations will be inspected by Seller prior to shipment to ensure satisfactory results. Machining conditions present in Buyer's application cannot be anticipated and accommodated for unless relayed to Seller by Buyer in writing before manufacturing of product has started. This applies to stock product as well.

If product was shipped or manufactured incorrectly due to fault of Buyer, the Seller may replace the product, but shall be subject to current delivery schedule and Buyer shall be responsible for payment of product remake which shall be paid upfront prior to shipment. If product was shipped or manufactured incorrectly due to fault of Seller, the product will be replaced at no charge, but shall be subject to current delivery schedules.

Liability: In no event shall Seller be liable to Buyer for any loss or costs, either labor, material or profit, incurred due to product either correctly, incorrectly or defectively manufactured, supplied or not delivered on time whether by Seller or by others beyond the control of Seller, including but not limited to, third-party carriers. Buyer shall indemnify Seller against all liability, cost or expense, which may be sustained by Seller on account of any such loss, damage or injury.

Terms of Payment: By placing order, Buyer agrees to Payment Terms listed on the Order Acknowledgment. Seller collects payment from Buyer via credit card, wire transfer, ACH or check. If Buyer provides Seller with credit card information, Buyer is authorizing Seller to charge such credit card for all purchased product listed on the Order Acknowledgment. Upon shipment(s) of product, Seller will either email or mail an Invoice to Buyer. Seller reserves the right to withhold shipment of product if



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Buyer has overdue invoice(s) until Buyer has paid overdue invoice(s). Seller also reserves the right to send overdue invoice(s) to collections, place Buyer on a credit hold or change previously agreed upon Payment Terms if invoice(s) go overdue.

Returns of Goods: All product received must be inspected by Buyer for discrepancies and/or deficiencies and reported to Seller within 10 days of receipt of product to make a Return Claim (RC). Any product with a RC, must be issued a Return Material Authorization (RMA) number by Seller before returning. Buyer must call (586) 293-0200 or submit in writing to obtain a RMA number. All documents accompanying the returned product must include the RMA number printed on them. Please note: all Seller stocked product is exchangeable, at no charge, if exchange is immediately issued and product is unused. If exchange is not requested, Buyer may request a credit issued to Buyer's account to be used toward future orders, but will expire within one (1) year even if not used. Returned Seller stocked product not exchanged or issued credit will be subject to a 10% restocking charge. Product made to or per Buyer's print, design or verbal order, are not eligible for exchange, return or credit. All returns or exchanges shall be up to Seller's discretion.

Packing: All orders include a charge for packing product with materials for safe shipping and handling. This charge is to cover shipping materials and recycling fees. This charge is not to cover the cost of shipping product.

PLEASE NOTE: Use and/or sales tax are the responsibility of the Buyer to file and pay to the state in which the Buyer does business. Seller shall not be responsible for collecting any taxes.