



## CAST METALS TECHNOLOGY, INC.

9011 W. MILL RD  
YORKTOWN, IN - 47396  
PH: 765.759.6900 - FX: 765.759.8813

1036 N. OLD HWY 27  
WINCHESTER, IN 47394  
PH: 765.584.6501- FX: 765.584.1544

[WWW.CM-TEC.COM](http://WWW.CM-TEC.COM) / [INFO@CM-TEC.COM](mailto:INFO@CM-TEC.COM)

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### Terms and Conditions of Sale

**1. Agreement Terms:** Regardless of terms requested on the customer purchase order, our terms, listed here and on the front represents our entire agreement and will apply to all purchase orders unless modified in writing by our President or Vice President.

**2. Metal Surcharge:** Prices are quoted based upon actual current cost of charge materials. A surcharge to adjust the quoted or current price to price at month of shipping may be made at billing time.

**3. Actual vs. Estimated Weight:** Quotes are made using estimated weights. Your price will be based on actual weights.

**4. Foundry Tolerances:** Castings will be produced to standard foundry tolerances unless otherwise agreed to in writing.

**5. Customer Patterns, Drawings, & Property:** We will not be liable for the loss or damages to customer patterns, drawings, or property caused by fire, theft, or other causes beyond our control, insurance coverage for customer property in our possession is solely the customer's responsibility.

**6. Patterns:** If we made patterns and they were not made to drawing specification we will fix the pattern at no cost to the customer. If the customer provides patterns not to drawing specification, customer will pay the cost to fix the pattern. Customer to pay the freight for pattern shipments. Pattern storage and handling is subject to changes quoted separately.

**7. Payment:** Payment terms are net cash thirty (30) days unless otherwise agreed upon with the customer. We reserve the right to retain patterns on accounts with balances outstanding.

**8. Taxes:** Taxes are customer responsibility and are not included in the price.

**9. Warranty and Disclaimers:** We warrant castings made by us against defects. It is a condition for this warranty that you notify us if the defect or damage is the result of normal wear and tear, improper maintenance, neglect, misuse, accident, or operation under abnormal conditions.

Our liability for defective castings shall be limited to repairing or replacing, at our option, the defective castings. It is a condition for this warranty that you notify us of the defect within 1 year of delivery date regardless of the date of discovery of the defect. The replacement or repair of the defective goods will be made F.O.B our plant and no allowances will be made for machine work, transportation, installation, or other charges. The repair or replacement represents our sole and exclusive liability for any defect or failure of the goods, whether liability is based on contract, warranty or tort, and in no event shall our liability exceed the price of the order. Claims of error in number or weight must be made within ten (10) days of receipt.

Except to the extent that the descriptions of size, quantity, and type, which may appear on the reverse side hereof, may be construed as express warranties under applicable state laws. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AND THERE ARE NO IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE SHALL HAVE NO LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL

DAMAGES, INCLUDING WITHOUT LIMATION, LOSS OF PROFIT OR REVENUE AND DAMAGES OCCURING TO ANY PERSON OR TO ANY OTHER PART, COMPONENT OR PROPERTY ARISING OUT OF THE INSTALLATION, OPERATION, USE, MISUSE, NONUSE, REPAIR OR REPLACEMENT OF SAID GOODS, OR DUE TO THE USE OF ANY METHOD OF PROCESS FOR WHICH THE SAME MAY BE EMPLOYED. You shall assume and indemnify us from any loss (including the cost of defense) due to claims of injury to person or property arising out of your installation, possession or use of these goods.

**10. Patent Infringement:** We are making castings to customer specification. It is the customer's responsibility to defend CM-Tec against any patent infringement claims.

**11. Title and Risk of Loss:** Title passes to customer at F.O.B. point. Customer will be responsible if losses occur after F.O.B. point.

**12. Delivery Delays:** We shall not be liable to customer for any loss or damage suffered by customer, directly or indirectly, as a result of our failure to perform, or delay in performing, any term or condition hereof, where such failure or delay is caused by fires, labor troubles, including strikes and lockouts, wars, embargoes, Government regulations, interruptions of or delay in transportation, accidents, explosions, acts of God, or other causes of like or different character beyond our reasonable control. We are not liable in any event for any special or consequential damages caused by any delay in delivery.

**13. Certifications:** Chemical and mechanical certifications will be made available, and customer will be charged separately, if specifically requested on your purchase order.

**14. Packaging:** All crates, skids, or packaging materials will be charged separately.

**15. Miscellaneous:** Just because we don't enforce some of these terms and conditions doesn't mean we waive our rights to enforce them. Customer purchase orders are firm. If a PO is canceled, it must be in writing. If customer cancels the PO, and if we accept, customer will be charged for the unpaid castings shipped and in process and any special materials and equipment that was purchased for order. Customer cannot return castings for credit without prior written approval from us. Contact us for a Returned Material Authorization (RMA) number.