

# Terms and Conditions of Sale

1. To avoid delay in shipping, purchasers whose credit has not previously been established with Du-Co Ceramics Company (“**CCCPI**”, “we”, “us”, “our”) should submit the names and addresses of three U.S. commercial references and one U.S. bank reference.
2. In the absence of exact shipping instructions, we will use our discretion regarding best means of shipment, Ex Works/F.O.B. Saxonburg, PA or Monroe, NC.
3. We are not responsible for any loss, damage, or delay that may occur after goods have been accepted for shipment by the Transportation Company. All claims must be made to the carriers by the purchaser in accordance with Section 2 of the Uniform Bill of Lading. We are not responsible for any loss or delay that may be incurred in routing shipments.
4. Du-Co is not responsible for, nor will we accept any charge-backs, penalties or fees resulting from deviated or defective product. Our responsibility shall be limited to replacement of such deviated product, or at the discretion of the purchaser, a refund for the quantity of such defective product returned to **CCCPI**. We reserve the right to reject charge backs for any products with shipping dates exceeding one year.
5. Ship dates are given to the best of our knowledge based on conditions existing at time of order placement. We will ship on a best effort within the time estimated, but will not guarantee to do so. Failure to make shipment as scheduled does not constitute a cause for cancellation and/or for damages of any character.
6. Cancellations of orders will be accepted only on terms that indemnify us against any loss.
7. To allow for variations in production, we reserve the right to ship 10% over or under the quantity ordered.
8. Federal, state, or local taxes, now or hereafter imposed on the sale of the articles covered by our quotations, shall be paid by the purchaser.
9. Tool charge does not represent selling price as this is a partial charge covering labor and a non-recurring engineering charge. Tools will be used exclusively for production of purchaser’s part. Tools to remain in our possession unless circumstances should arise which would prevent us from producing purchaser’s parts. **CCCPI** will hold and maintain purchaser’s tooling indefinitely. Should purchaser fail to reorder parts for a time period greater than ten years, we reserve the right to contact purchaser and either offer to ship tool to purchaser (at the expense of purchaser) or scrap the tool if purchaser does not wish to have the tool shipped to their facility.
10. The selection and adaptation of our products to the specific needs of the purchaser are solely the purchaser’s responsibility.
11. The purchaser represents and warrants that it is rightfully in possession of any and all information, drawings and designs that it provides to **CCCPI** and that to its knowledge, sharing the foregoing neither violates any applicable law nor results in liability to any third party.
12. Orders are accepted at today’s prices but are subject to prices prevailing at time of shipment.