

## TERMS AND CONDITIONS

**1. QUOTATIONS and AGREEMENT.** **Quotations:** Written quotations by The Plastic Forming Company, Inc. ("PFC") automatically expire 30 days from the date of quotation and are subject to termination by notice from PFC within that period. Prices are based on current material costs and PFC reserves the right to add any additional costs incurred due to material cost increases prior to completion. PFC shall have no liability in respect of any oral quotation or under any oral agreement unless such agreement is confirmed in writing by PFC within 10 days thereafter. Buyer's purchase order shall, upon receipt by PFC at its home office in Woodbridge, CT, be deemed an acceptance of PFC's quotation but shall be subject to these Terms and Conditions. PFC reserves the right to correct errors in specifications or prices, due to typographical, clerical, or engineering errors or because of incomplete or inaccurate information from Buyer. **Agreement:** All orders resulting from this quotation are subject to these Terms and Conditions and the provisions on the face hereof which constitute the entire agreement between Manufacturer-PFC and Buyer and supersede all statements, representations, and agreements, oral or written made by the parties or their representatives. Any additional, conflicting or different provisions of Buyer's proposal, purchase order or any other oral or written communication are hereby objected to and superseded by these terms and conditions. No modification or addition to this agreement shall be binding upon PFC unless specifically set forth in writing signed by an authorized PFC representative.

**2. PRICE and TERMS of PAYMENT.** All prices are quoted and payments shall be made in U.S. Dollars (USD). Payment may be made via check, ACH or credit card. Upon request, Seller may establish credit terms (net 30 days) based on the buyer's history and credit references supplied. Email [accounting@pfccases.com](mailto:accounting@pfccases.com) for a credit application and/or PFC's banking information to pay via ACH. Payment may be made by credit card only at the time of shipping. **International shipments** must be prepaid in USD and Buyer is responsible for all bank fees associated with the transaction. **Taxes, Duties, Etc.** The buyer shall pay all duties and sales, excise, use or other taxes arising in connection with this transaction other than taxes based solely on the Seller's taxable income.

**3. TRADE CUSTOMS. Over or Under-runs** will not exceed 10% of the quantity ordered on all products molded to specification or stock cases modified in any way. The Buyer will be invoiced for the actual quantity shipped within this tolerance. If the Buyer requires a guaranteed quantity, the percentage of tolerance must be stated at the time of quotation. Purchase orders submitted with specified tolerances or exact quantities will be subject to review, re-quotation and agreement before acceptance and acknowledgement.

**4. LIMITED WARRANTY:** PFC cases are warranted for the life of the product. Any PFC Case which fails due to materials or workmanship will be replaced free of charge. Latches are field replaceable. Should a latch fail or become lost, contact us for free replacement. PFC products are not warranted against damage due to abuse, negligence or normal wear and tear, and any liability, either expressed or implied, is limited to the case itself and does not include contents, foam inserts, or incidental or consequential damages. PFC disclaims any warranty of merchantability or fitness for a particular purpose. The user is responsible for return shipment of any case for which replacement is requested and PFC deems inspection is required. Visit us at: <https://pfccases.com/return-policy> for complete contact information.

**5. CLAIMS and REMEDIES.** **Claims** for errors, shortages, defects or nonconformities found upon Buyer's inspection must be made in writing within (30) days after Buyer's receipt of products and must be accompanied by PFC packing slip or a photocopy of the packing slip. All other claims must be made in writing to PFC within three (3) months from the date of shipment. Products claimed nonconforming or defective must, upon PFC's approval, be promptly returned to PFC for inspection. Claims not made as provided above and within the applicable time period will be barred. **Remedies:** PFC's sole liability under the exclusive, express and limited warranty set forth in Paragraph 4 above shall be, at its option, to either repair or replace nonconforming or defective product or return to Buyer the purchase price.

**6. RETURNS.** No returns will be accepted by PFC without prior written authorization. Except for in-warranty returns, Buyer will be responsible for all shipping costs and applicable restocking or handling charges. **Return Policy:** In general, PFC accepts returns on merchandise within 30 days. Returns within 30 days of the invoice date can be for exchange, refund, or credit at PFC's discretion. Full details for our return policies and RMA requests can be found at: <https://pfccases.com/return-policy>.

**7. CANCELLATIONS, DEFERRED SHIPMENTS and/or SCHEDULED RELEASES.** Orders may be cancelled only upon written notice from the Buyer, received by PFC at least 30 days prior to agreed shipping date and subject to payment by Buyer for all completed product at the agreed unit price; for products in-process on the basis of the percentage of completion thereof times the unit price; and for raw materials, unamortized tooling, engineering and other cancellation charges determined by PFC without waiver of any other available remedy or damage caused by such cancellation. Title to and possession of all unfinished product shall remain with PFC. **Deferred shipments:** No delivery, may in any event be deferred for more than sixty (60) days without the express written agreement of PFC. **Scheduled releases:** Orders scheduled for shipment are frozen 48 hours or two business days prior to shipment. Additions, deletions, or changes may be subject to additional charges for repacking, restocking or cartoning.

**8. SHIPPING, LOSS, and DAMAGE.** Buyer is responsible for advising PFC of the means of shipment and/or carrier of choice. Risk of loss or damage shall pass to the Buyer upon the earlier of delivery to the first carrier or Buyer's representative. Apparent shortage or visual damage to the shipping containers must be noted on both the consignee's and carrier's delivery receipt or record. A possible concealed damaged condition shall also be noted on the carrier's delivery receipt or record. The carrier's local office should be notified of the condition immediately, but no later than 15 days after receipt for preparation of an inspection report in support of a possible claim.

**9. TOOLING, DIES, and FIXTURES.** Proprietary PFC molds and their components are the sole property of PFC. Notwithstanding any tooling or engineering charges by PFC, all tooling shall remain the sole and exclusive property of PFC. However, Seller shall not use Custom Tooling in the production of goods for any other customer without the Buyer's express written authorization. As used in this section, "Tooling" means molds, mold components, dies, fixturing and software developed by the Seller, and "Custom tooling" means tooling developed specifically for the Buyer and for which the Buyer is separately charged by Seller.

**10. TEXT, ILLUSTRATIONS, and SOFTWARE FILES PROVIDED BY SELLER.** All intellectual property rights to text, illustration, software files and other materials ("Materials") provided by the Seller to Buyer are retained by the Seller. Buyer shall not, without prior written approval of Seller, which may be withheld for any reason, remove any markings, transmit to other parties or change in any way the Materials provided.

**11. FORCE MAJEURE.** Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused (I) by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused.