



SSMP Terms and Conditions of Sale

1. All quotes are valid for 30 days.
2. After 30 days prices and lead times are subject to change.
3. SSMP conducts a periodic review of prices. Customers will be notified if changes are required.
4. Quotes are subject to review and change upon receipt of finalized engineering data.
5. Delivery is subject to confirmation at the time of order.
6. New customers must have an approved credit application.
7. As a standard practice SSMP does not amortize costs for tooling, fixtures, gages etc.
8. Standard credit terms are:
 - a. Tooling: 1/3 down with the order, 1/3 payable on delivery of 1st samples, net 30 calendar days. No production will commence until the tooling is paid in full.
 - b. Production Parts: net 30 calendar days.
 - c. Cancellation of Purchase Orders may be subject to cancellation charges based on expenses incurred by SSMP.
 - d. All outstanding invoices may be sent to collections after 180 days.
9. All Deliveries are F.O.B. point of manufacturing.
10. As per standard industry practice, shipping quantities are +/- 10% of the order quantity.
11. Customer is responsible for providing usable blue prints and CAD files in requested format and correctness of all data before use in manufacturing.
12. Technical information is given only to describe what is offered for your consideration, not as a product recommendation.
13. All in-house color matches are "best effort" basis only.
14. In general, customer owned tools, fixtures, gages etc. are subject to storages charges after 1 year of inactivity.
15. Limited Warranty:

Parts:

 - Part design is the sole responsibility of the customer.
 - SSMP warrants that products manufactured for customers shall be built in a workman like manner of sound material. Any such product which proves defective in material or workmanship within 30 days after shipment shall be repaired or replaced at SSMP's option. SSMP's liability shall not exceed the price paid to SSMP by customer for the product. Upon request, customer shall return the allegedly defective item, F.O.B. transportation collect. Injection molded parts cannot be returned after 90 days.

Force Majeure:

 - SSMP shall not be liable for any failure or delay in the performance of a purchase order for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

Consigned or Customer Designed Tooling:

 - The customer will indemnify and hold SSMP harmless for product and tooling failure when consigned or customer designed tooling is used.

Insurance:

 - It is the customer's responsibility for any liability, fire or other insurance on tooling, fixture or products owned by the customer.

Tooling Maintenance:

 - SSMP's responsibility for maintenance on tooling, fixtures, gages etc. is limited to cleaning greasing and inspection. Maintenance costs associated to normal wear (textures, parting lines, vents, moving features such as, ejector pins, slides, cores, lifters etc.) shall be the responsibility of the customer.
16. Removal of Tooling:
 - Customers will be invoiced for all specialty materials, packaging and other inventory prior to removal.
 - No tooling may be removed prior to satisfaction of all open invoices. If customer owes SSMP any money or SSMP is performing services or manufacturing products for customer and SSMP has not been paid in full therefore (whether or not payment is then due and owing), SSMP may lawfully retain possession of the equipment and possession shall constitute perfection of this security interest. Also, customer hereby appoints SSMP and its manager(s) as its attorney for the purpose of executing any Uniform Commercial Code filing statement that SSMP deems appropriate to perfect this interest at any time. SSMP shall have all the rights and remedies provided by law, including those of a secured creditor under chapter 409 Wis. Stats.