CUSTOMER INFORMATION · TERMS OF SALE

Standard Terms and Conditions of Sale

Your acceptance of material or parts described on this invoice or packing list constitutes assent to these terms and conditions.

1. We warrant that the materials furnished shall meet the Buyer's specifications in writing with the order and that such materials shall be free from defect in material or workmanship. If the Buyer specifies methods and procedures to be followed, we will assume no responsibility for the correctness of such methods and procedures or the result when they are followed. In the absence of full disclosure by the Buyer of the use of the material or parts to be furnished. We assume no liability for the subsequent failures or defects.
2. **NO REJECTS OR RETURNS WILL BE ACCEPTED WITHOUT RECEIPT OF WRITTEN AUTHORIZATION PRIOR TO SHIPMENT OF MATERIAL OR PARTS.**
3. **ALL STOCK SPRINGS THAT ARE RETURNED FOR REASONS OTHER THAN REJECTION ARE SUBJECT TO A MINIMUM $25.00 RE-STOCKING CHARGE.**
4. Our liability in any cause is limited to the cost of direct labor and materials of parts or material furnished on this invoice or packing list, and the Buyer's exclusive and sole remedy shall be to secure replacement of such material.
5. No claim for shortages in count will be allowed unless made in writing within ten (10) working days of receipt.
6. We assume no liability for any loss of or damage to materials or parts furnished by us while in transit to or from our factory. Claims for loss in transit must be made against the Transportation Company.
7. We assume no responsibility when methods and procedures are specified by the Buyer resulting in Hydrogen Embrittlement, defective plating or other finish on material or parts to be furnished by Seller.
8. Quotations are open for acceptance thirty (30) days from issuance. After thirty (30) days, prices and terms are subject to change without notice, unless otherwise specified.
9. Deliveries made by us within ten (10) working days of the time specified on the Buyer's purchase order shall be deemed in full compliance with our agreement. We reserve the right to make partial or installment deliveries, for which the Buyer shall pay at the contract price. Defective delivery or non-delivery with respect to any installment or partial shipment under this contract shall be a severable breach and shall not give the Buyer the right to treat the entire contract as breached.
10. Special tools, dies, and fixtures required for the performance of the work herein described which have been designed and/or built by the Seller shall be and remain our property whether or not the Buyer is charged with time and/or material in connection therewith.
11. All sales are considered final after thirty (30) days from date of invoice and our warranty of materials or parts furnished shall not extend beyond this thirty (30) day period.

12. In the event of the Buyer's cancellation of any purchase order, the Buyer shall reimburse the Seller for the work completed, work in process, and for materials, tooling, and engineering expenses incurred in connection with such purchase order.

13. Invoices unpaid on the assigned due date shall be considered delinquent and thereafter will be subject to a FINANCE CHARGE computed by a single monthly PERIODIC RATE of 1-1/2% being an ANNUAL PERCENTAGE RATE of 18%.

14. The provision of the Uniform Commercial Code shall govern, unless the Terms and Conditions herein provide to the contrary, and all interpretation of the terms of the transaction between the parties shall be governed by the laws of our state of domicile.

15. The provisions hereof constitute the entire agreement between the parties. Any changes, alterations waivers, or modifications with respect, whether as to the job performed or the terms of sale, or any other matter set forth herein must be in writing and signed by a duly authorized representative from our Company. These terms and conditions shall apply to this and any further orders or agreements for the furnishing of any material or parts by the Seller.

Questions About These Terms?

Call: (920) 235-7620
Web: oshkoshcoilspring.com
Visit: 3575 N. Main St., Oshkosh, WI 54901