



**Introduction:** These Terms and Conditions are established to ensure a successful business relationship between the customer and Three M Tool & Machine, the vendor. They are focused on providing Dependable Quality, On-time Deliveries, and Outstanding Service at Competitive Prices. By placing an order, the customer agrees to these Terms and Conditions, and any modifications must be agreed upon in writing by both parties.

### Ordering Process

**Lead Time:** Quoted lead times are estimates and subject to variation, lead times confirmed with acknowledgement of order.

**Purchase Order:** A written purchase order is required for all orders.

### Pricing and Payment

**Pricing:** Prices are quoted based on information provided quotes are valid for 30 days.

**Payment:** Standard Terms are Net 30 days, any exceptions must be agreed by both sides in writing, late payments will be subject to maximum allowable interest rate.

**Taxes:** Customer pays all applicable taxes and custom duties.

**Cancellations:** Customer assumes liability for work completed and in-process upon cancellation or deferment.

### Delivery and Shipping

**Delivery:** Vendor not liable for production or delivery delays beyond their control.

**Freight:** All orders shipped freight collect, Commerce Twp., MI 48390.

**Incoterms:** Ex Works Commerce Twp., MI 48390.

### Product and Specifications

**CAD Files/Drawings:** Vendor not responsible for errors in customer-supplied CAD files.

**Customer Material:** Customer is responsible for ensuring the suitability, and timely delivery of these materials. The vendor is not liable for any issues resulting from customer-supplied materials.

**Customer Owned Tooling:** If the customer supplies tooling or fixtures, great care will be taken to ensure proper handling, however, responsibility for the function and maintenance of the items lies with the customer. Items returned on request at the customer's expense. Items may be disposed of after 6 months of non-use.

**Non-Recurring Engineering Fees:** Fees for tooling, fixtures, programs, or other required resources needed to complete work does not convey ownership or right of removal.

### Warranty, Liability and Claims

**Warranty:** Goods conform to customer-provided specifications, with no express or implied warranty beyond this.

**Claims:** Customer must notify vendor of shortages or defects within 30 days of receipt.

**Limited Liability:** Vendor's liability limited to the contract amount, with no consequential or special damages.

**Recovery of Costs:** Prevailing party in legal disputes entitled to recover reasonable attorney's fees and costs.

**Governing Law:** Governed by Michigan State law; disputes resolved in Oakland County, Michigan.

**Entire Agreement:** This document is the complete agreement and can only be changed in writing by both parties.