

Metalcraft, Inc. Terms and Conditions

Additional Terms and Condition:

1. **Terminology.**
 - a) We, Our and Us refer to Metalcraft, Inc. You and Your refer to the Buyer/Customer on the front page.
2. **Taxes.**
 - a) Any applicable sales tax that We are required to collect will be added to the invoice unless an exemption certificate accompanies this order.
3. **Shipping.**
 - a) Our products are sold and shall be delivered F.O.B. Mason City, Iowa. Title and risk of loss shall pass to you upon delivery to the carrier at Mason City, Iowa.
 - b) For unserialized nameplates and labels, it is not always possible to supply the exact quantity ordered. Therefore, orders may be overrun or underrun by up to 10% with a corresponding change in the quoted price.
 - c) We assume no liability for damages, losses or costs incurred by You for delayed shipments.
4. **Artwork, Printing Plates & Die Charges.**
 - a) All dies, sketches, artwork, negatives, and printing plates preliminary or incidental to manufacture of Our product will remain Our property.
 - b) Charges for special dies do not convey any rights to You.
 - c) Customer covenants with Metalcraft, that Customer has a license or proper authority to have said logo, marks, names or lab approval manufactured by Metalcraft, and hereby agrees to indemnify and hold harmless Metalcraft from any claims, damages or liability including reasonable attorney's fees and costs incurred as a result of the breach of this covenant.
5. **Returns & Cancellations.**
 - a) Should any of Our goods prove defective or not as ordered, You must notify Us within 90 days from receipt of the shipment date. We have the option of inspecting the goods on Your premises or taking the goods back in order to determine Our obligation for replacement. However, We cannot allow for any claim for inspection or expenses incurred by You in using such goods.
 - b) If We make an error in entering, filling or shipping an order, the merchandise is returnable for full replacement and We will accept the return transportation charges, provided we are notified within 90 days of shipment. If reproduction of product is necessary, we will replace the defective merchandise at no charge based upon the actual quantity of product returned.
 - c) There will be no return for any reason accepted without prior authorization.
 - d) Customized products are not returnable if You have made an error in ordering.
 - e) Cancellation of an order accepted by Us can be made only with Our consent and upon terms that will indemnify Us against loss.
6. **Warranty.**
 - a) The following is applicable to all of Our products. We disclaim all other warranties, express or implied, other than those as set forth within this agreement. Our only obligation shall be, at our option, to [a] replace, or [b] give You a full credit, or [c] refund to You the cost of, that quantity of the product proved to be defective. We shall not be liable for any loss or damage, direct or consequential, arising out of the use of or the inability to use the product. Before using, You shall determine the suitability of the product for its intended use. You assume all risk and liability whatsoever in connection therewith. The foregoing may not be changed except by an agreement signed by one of Our officers.
7. **Other Conditions.**
 - a) The performance of any of Our obligations is subject to delay beyond Our reasonable control.
 - b) If an order form used by You or by a dealer or representative is inconsistent with Our standard order form, then Our form and its terms shall control.