



NECAL Corporation

1326 South Water Street, Sparta, WI 54656

Terms and Conditions

All orders are accepted subject to the following conditions, unless otherwise agreed to by both parties in writing.

1. Seller warrants that the Products sold are free from defects in material and workmanship, subject to reasonable commercial variations. Seller makes no other warranty, express or implied, and disclaims any implied warranty of merchantability or fitness for a particular purpose that exceeds the foregoing warranty. The extent of Seller's liability under the foregoing warranty is limited to, at Seller's option, refund of the purchase price or repair or replacement of the Products returned by Buyer to Seller at Buyer's expense. Seller retains all intellectual property rights in the Products. Seller shall not be liable under any circumstances for any loss, damage or expense, directly or indirectly arising from the use of the Products. In no event shall Seller be liable for any punitive, incidental or consequential damages in connection with the Products.
2. Orders are not subject to suspension, reduction or cancellation, except on terms that will indemnify us against loss. Clerical errors are subject to correction.
3. All claims for shortage or defective material must be made in writing (return receipt requested or other proof of receipt) within 30 days from date of invoice.
4. Dies and tools paid for by the buyer will be kept in repair by the seller. They shall at all times remain in seller's possession where they will be held for the production of parts for the customer's exclusive use. The withdrawal of tools by the buyer shall be accomplished only upon the payment of the full cost of the tools to the seller. If, for a period of three consecutive years, no orders for parts from a specific set of tools are received, the tools will be considered obsolete and may be scrapped at our option.
5. Seller not liable for delay or failure to deliver caused by acts of God, strikes or any cause beyond its control or for premium transportation charges for alleged lateness in making shipments when such lateness is caused by the foregoing or shipment is made within current lead times plus three days of grace.
6. If products produced in your behalf infringe or are claimed to infringe letters, patent or copyright, under which claims are made against us, you assume full responsibility for everything done by us in producing such products and agree to indemnify us and hold us free of any and all losses, including expenditures made or incurred for judgments, settlements, attorneys fees, litigation, negotiation, and any and all losses and disbursements directly or indirectly resulting therefrom.
7. The terms of your purchase order, our acknowledgement and this quotation shall be governed by the laws of the State of Wisconsin.