

Terms & Conditions

1. ORDER ACCEPTANCE

THIS QUOTE OR CERTIFICATION IS TO ENTER INTO AGREEMENT WITH M & S SPRING COMPANY, INC. AND BUYER, AND UPON ACCEPTANCE THROUGH A VERBAL OR WRITTEN, SIGNED PURCHASE ORDER, SHALL BE A BINDING CONTRACT UNDER THE APPLICABLE LAWS OF THE STATE OF MICHIGAN.

2. CHANGES

ANY CHANGES AGAINST ORIGINAL CONTRACT ORDER TO M & S SPRING COMPANY, INC. SHALL BE MADE THROUGH WRITTEN, AND SIGNED CHANGE OR REVISION ORDERS ONLY (A MARKED PRINT, SIGNED AND FAXED WILL BE ACCEPTABLE).

3. CANCELLATIONS

ANY CANCELLATIONS OF CONTRACT OR CHANGES RESULTING IN CANCELLATIONS DUE TO REVISIONS, SHALL BE THE EXPENSE OF THE BUYER, AT A POINT OF PERCENTAGE TO THE COMPLETION OF THE CONTRACT, REGARDLESS OF DUE DATES TO BUYER.

4. REJECTIONS

ANY REJECTION DUE TO NON-CONFORMANCE AGAINST PRINTS/DRAWINGS, SHALL BE TO M & S SPRING COMPANY, INC. ACCEPTANCE OF REJECTION AT WHICH TIME M & S SPRING COMPANY, INC. WILL ACCEPT REJECTED PARTS FOR REWORK OR REMAKE AT M & S SPRING COMPANY, INC. LOCATION. ALL INSPECTION OF SUBJECT REJECTED PARTS WILL BE MADE AT M & S SPRING COMPANY, INC. LOCATION ONLY. A SAMPLING OF SUBJECT REJECTED PARTS WILL BE ACCEPTED BY M & S SPRING COMPANY, INC. AT NO TIME WILL M & S SPRING COMPANY, INC. BE SUBJECT TO INSPECT AT THE BUYER'S OR BUYER'S CUSTOMER LOCATION. ALL REJECTED PARTS WILL BE HANDLED IN A TIMELY MANNER, REMAKING, REWORKING, REFINISHING, ETC. ALL REJECTED PARTS WILL BE AT M & S SPRING COMPANY, INC. EXPENSE, BUT NOT TO EXCEED THE COST OF THE ORIGINAL CONTRACT. ALL SHIPPING COSTS TO BE AT M & S SPRING COMPANY, INC. EXPENSE, BUT NOT TO EXCEED ORIGINAL SHIPPING COSTS. M & S SPRING COMPANY, INC. RESERVES THE RIGHT TO REMAKE, OR REWORK SUBJECT REJECTED PARTS. M & S SPRING COMPANY, INC. WILL NOT ACCEPT FROM BUYER, A "CREDIT ONLY" CONDITION, UNLESS AGREED UPON BY BOTH M & S SPRING COMPANY, INC. AND BUYER. M & S SPRING COMPANY, INC. WILL NOT ACCEPT ANY SUBJECT REJECTED PARTS THAT EXCEED NINETY (90) DAYS FROM INVOICE DATE, REGARDLESS OF ANY REASON.

5. LIABILITY

M & S SPRING COMPANY, INC. SHALL NOT BE LIABLE FOR ANY COSTS DUE TO INJURY THROUGH THE USE OF PARTS, FURTHER ASSEMBLY OF PARTS, OR THROUGH ANY FUNCTIONAL OR MISUSE OF PARTS. M & S SPRING COMPANY, INC. SHALL NOT BE LIABLE FOR ANY COSTS DUE TO THE MALFUNCTION OF PARTS.

6. SHIPPING

ALL CONTRACTS, WRITTEN PURCHASE ORDERS, OR VERBAL PURCHASE ORDERS, SHALL BE (F.O.B.) M & S SPRING COMPANY, INC. LOCATION UNLESS INDICATED VERBALLY OR IN WRITING FROM BUYER. M & S SPRING COMPANY, INC. SHALL CHOOSE A MODE OF SHIPMENT.

7. TOOLING

ANY CONTRACTS, WHERE SPECIAL TOOLING IS REQUIRED TO MANUFACTURE PARTS, SHALL BE KEPT AT M & S SPRING COMPANY, INC. LOCATION AND NOT SHIPPED WITH PARTS UNLESS BUYER REQUESTS THAT TOOLING BE SHIPPED. M & S SPRING COMPANY, INC. SHALL RETAIN ALL TOOLING IN A GOOD CONDITION, SPECIFICALLY FOR THE RE-SETUP, RE-ORDER, OR RELEASE FROM BUYER TO M & S SPRING COMPANY, INC. FOR MORE PARTS. IF BUYER MAKES NO FURTHER PURCHASES OF PARTS FOR A PERIOD OF ONE (1) YEAR, M & S SPRING COMPANY, INC. SHALL NOTIFY BUYER OF STORAGE COST FOR TOOLING.

8. TERMINATION

TERMINATION OF CONTRACTS BY BUYER, DUE TO MODEL CHANGES OR PART PHASE-OUTS, MUST BE IN WRITING TO M & S SPRING COMPANY, INC. AT TIME OF TERMINATIONS, M & S SPRING COMPANY, INC. SHALL COMPUTE ALL COST(S) DUE TO BUYER AGAINST BUYER'S AUTHORIZATIONS TO M & S SPRING COMPANY, INC. REGARDING MATERIALS AND FABRICATION RUNS (PARTS IN STOCK). BUYER MAY REQUEST, AT TIME OF TERMINATIONS, TO RESOLVE RAW MATERIALS, PARTS AND TOOLING, TO SHIP TO BUYER OR DISPOSE OF AT M & S SPRING COMPANY, INC. LOCATION. STORAGE COST TO BUYER WILL INCUR IF NOT RESOLVED.

9. INVOICING

ALL MANUFACTURED GOODS SHIPPED FROM M & S SPRING COMPANY, INC. ARE TERMS OF 1% NET THIRTY (30) DAYS FOR PAYMENT. NET THIRTY (30) DAYS STARTS AT DATE OF INVOICES. ANY PARTIAL PART DELIVERIES REQUESTED BY BUYER WILL INCUR ADDITIONAL COSTS TO BUYER. ANY DELIVERY REQUESTS BY BUYER, THAT IS EARLIER THAN THE ORIGINAL CONTRACT, WILL INCUR ADDITIONAL COSTS TO BUYER. ALL PRODUCTION RELEASE CONTRACTS SHALL BE ADHERED TO BY BOTH BUYER AND M & S SPRING COMPANY, INC., AS TO ORIGINAL QUOTES AND CONTRACTS; THIS MAY CAUSE M & S SPRING COMPANY, INC. THE INABILITY TO COMPLY WITH THE BUYER'S REQUEST FOR ABNORMAL AMOUNTS OF PARTS OR DELIVERY DATES.

10. M & S SPRING COMPANY, INC. IS AN EQUAL OPPORTUNITY EMPLOYER