TERMS AND CONDITIONS

The prices, specifications, and terms contained in this quotation are not subject to verbal changes or other agreements unless approved in writing by an authorized representative of Elite Mold & Engineering, Inc. This quotation constitutes the entire agreement between the parties with respect to the goods and services described herein unless otherwise agreed to in writing.

All quotations, pricing, lead times, and delivery schedules are contingent upon material availability, labor availability, supplier performance, transportation conditions, utility interruptions, strikes, accidents, fires, acts of God, governmental actions, and all other causes beyond Seller's reasonable control. Seller shall not be liable for delays resulting from such causes.

Prices are based upon costs, conditions, specifications, and production requirements existing on the date of quotation and are subject to change by Seller prior to final acceptance by Purchaser. Any engineering changes, drawing revisions, specification changes, material substitutions, qualification requirements, validation requirements, packaging changes, or customer-requested modifications occurring after quotation may result in revised pricing, tooling charges, lead times, and delivery schedules.

Purchaser assumes full responsibility and liability for patent, trademark, copyright, trade secret, and other intellectual property infringement claims arising from products manufactured to Purchaser's specifications, drawings, models, or instructions and agrees to defend, indemnify, and hold Seller harmless from any such claims.

Unless otherwise specifically agreed to in writing, quoted pricing is based upon commercially reasonable manufacturing tolerances. Dimensions requiring tolerances tighter than ±0.004 inch may require additional tooling, processing, inspection, validation, and associated costs.

When quotation specifies material, components, packaging, inserts, or other items to be furnished by Purchaser, reasonable allowances shall be made for setup, startup, testing, validation, purge, production scrap, spoilage, and quality verification. Purchaser-supplied materials are accepted without warranty by Seller. Seller shall not be responsible for defects, contamination, processing difficulties, material inconsistencies, performance issues, delays, or nonconforming products resulting from Purchaser-supplied materials.

All tooling, molds, fixtures, gauges, checking devices, programs, and related manufacturing aids produced by Seller shall remain the property of Seller until paid in full. Seller reserves the right to retain possession of any tooling or related property until all outstanding invoices and obligations have been satisfied.

Customer-owned tooling, molds, fixtures, gauges, resin, inserts, packaging, components, and related materials stored by Seller are maintained at Purchaser's risk unless otherwise agreed to in writing. Seller shall not be responsible for loss, deterioration, corrosion, damage, or destruction resulting from age, environmental conditions, handling, casualty events, or circumstances beyond Seller's reasonable control.

Elite Mold & Engineering reserves the right, at its sole discretion, to assess reasonable storage fees for customer-owned tooling, molds, resin, fixtures, gauges, packaging, components, and related materials maintained beyond normal production requirements.

Elite Mold & Engineering reserves the right, at its sole discretion, to dispose of any customer-owned molds, tooling, fixtures, gauges, inserts, resin, packaging, components, or related materials that have not been utilized in production or associated with a customer purchase order for a period of three (3) consecutive years. Seller shall have no liability arising from such disposal and shall not be required to provide prior notice.

Delivery dates are estimates only and are not guaranteed unless specifically agreed to in writing. Seller shall not be liable for any direct, indirect, incidental, consequential, special, punitive, or lost-profit damages arising from delayed delivery.

Seller's total liability arising out of any quotation, order, tooling, product, service, or agreement shall be limited to the purchase price of the affected goods or services. Under no circumstances shall Seller be liable for indirect, consequential, incidental, special, punitive, exemplary, or lost-profit damages.

Past due balances may be subject to a service charge of one and one-half percent (1.5%) per month, or the maximum amount permitted by law, whichever is less. Purchaser agrees to pay all costs incurred by Seller in collecting delinquent amounts, including reasonable attorney fees, court costs, and collection expenses.

Customer-owned tooling, molds, fixtures, and related property shall not be released, transferred, or shipped until all outstanding invoices, tooling charges, storage fees, and related obligations have been paid in full.

Terms and conditions inconsistent with those stated herein, including those contained in Purchaser's purchase order, acknowledgment, or other documents, shall not be binding upon Seller unless specifically accepted in writing by an authorized representative of Seller.

Any conditions not specifically addressed herein shall be governed by applicable industry standards and established trade practices.