

Terms & Conditions

Tassell Tooling & Design Db a Tassell CNC Terms and Conditions for Purchase of Goods and Services

Unless otherwise agreed in writing by Tassell CNC, the following Terms and Conditions shall apply to the purchase of all goods or services (collectively, “Goods”) provided by Tassell CNC.

1. Liability:

1. Tassell CNC’s liability is limited to the cost of the supplied goods including associated freight and surcharges present at time of billing.
2. Tassell CNC shall not be liable for any issues arising from third-party services requested by the customer, including, but not limited to, heat treatment, anodizing, black oxide, or other coatings, which may lead to the failure of part(s) in inspection, assembly, or end use. Unless specifications are predetermined in writing.
3. Insurance on all purchased tooling is the responsibility of and to be provided by the owner/customer.
4. The following situations will be addressed with some form of written notice; the action outlined will be authorized 30 days after receipt confirmation of written notice should no specific request be received.
 - i. Tooling or equipment that remains inactive for a 24month period can be subject to storage fees.
 - ii. Tooling or equipment that remains inactive for 36 months may be shipped at customer expense to customer location. Any expenses incurred in the hiring of outside services necessary to move the tooling or equipment may be billed to the customer with standard billing terms.

2. Orders:

1. Customers should not consider orders to be valid unless a written order confirmation has been received.
2. Customers should plan for a minimum of 14 business days (Monday-Friday) lead times on all orders.
3. Orders will not be considered late if the customer creates one or more of the following circumstances within the specified lead time.
 - i. Considerable increase in order size. In this case the customer can evaluate Tassell CNC based on the original order quantity and due date. A new expected completion date for additional goods will be provided.
 - ii. Revision changes that require process modification are submitted. In this case Tassell CNC will provide in writing lead times and pricing on the requested changes.

iii. Material supplied by the customer on a consignment basis arrives after a specified lead time. In this case dates by Tassell CNC on time shipment is evaluated will be pushed out the number of days late the material arrives.

1. Orders that require the purchase of material and already have existing POs against them may not be increased, rather additional orders must be submitted for processing.
2. Cancelled orders may be subject to cancellation charges based on expenses incurred in preparation for or processing of a customer's order. These charges may include but are not limited to the cost of material, setup and processing costs of partially completed production, and cost of any specially purchased tooling specific to the customer's order.

3. **Samples:**

1. Sample lead time will be provided on the official Tassell CNC quote submitted to the customer and is to begin only after all AQ issues have been satisfied.
2. Tooling price and lead time assumes customer can provide required CAD models.
3. Customer may contract with Tassell CNC to create CAD models and drawings for an additional charge.

4. **Pricing:**

1. Pricing is not to be considered valid unless a formal quote is generated and agreed upon by both the customer and Tassell CNC. A quote is only deemed formal when a unique quote number is included on the document. Quotes are generally provided in PDF form by email.
2. All increases issued on behalf of Tassell CNC and without provocation on the part of the customer may be considered effective 30 days after buyers' receipt of notice is received. These increases may affect existing open orders with due dates 90 or more days from date of receipt.
3. Is subject to change immediately given the following situations created by the customer.

i. Revision changes that require process modification are submitted.

ii. Additional inspection, offline processing, or general attention not previously agreed to in writing and outside of standard practices is required to ship a customer approved good.

iii. Expedited delivery requirements.

5. **Payment:**

1. Terms of Payment shall be NET 30 days and shall be effective from the date of receipt of goods at customers specified shipping location. Shipments may be held pending receipt of delinquent payments.
2. Tooling invoice payment due 30 days after sample approval.

6. **Billing:**

1. Minimum release value for Machined Product is \$500.
2. Minimum release value for CAD Design is \$500.

7. **Surcharges:**

1. Unless otherwise agreed to in writing, material costs, be it bar stock, burn outs, billet, castings or otherwise, do not include metal surcharge currently in effect.
2. Surcharges are subject to monthly adjustment and are determined at the time of order placement.

8. **Shipping:**

1. INCOTERMS for freight for domestic shipments are DAP – Nunica, MI and ship collect. For international shipments INCOTERMS are EXW – Nunica, MI and ship collect.
2. Tassell CNC traditionally makes up to 10% over the order quantity to account for potential in-process loss. All acceptable completed products will ship. For this reason, up to a 10% over shipment will be allowed.

9. **Process Standards:**

1. Material and Product certification and inspection records are available upon request for an added cost. The cost of the requested documentation depends on the type requested.
2. Tassell CNC agrees to obtain the customer's written approval before subcontracting all or any substantial portion of an order's process; provided however that this limitation shall not apply to the purchase by Tassell CNC of standard commercial supplies.

10. **Product Rejection:**

1. Tassell CNC shall have a reasonable time to inspect the goods of any rejected shipment before conclusions regarding the shipment be drawn. Should Tassell CNC deem the goods saleable per customer specifications an agreed upon third party inspector may be selected to provide further analysis of the goods. The party determined to be in error may be liable for any additional expenses incurred in the shipping and analysis of the good's status.

11. **Confidential Disclosure:**

1. Our books, records and processes, financial, technical or otherwise, are the property of Tassell CNC and are not available for public inspection.
2. Customer is required to keep confidential any designs, processes, drawings, specifications, and reports (including prices estimates, and notes) and other

technical proprietary information and the features of all parts, equipment, tools, gauges, patterns, and other items furnished or disclosed by Tassell CNC.

12. Ownership of Materials:

1. All devices, designs (including drawings, plans and specifications and notes), electronic data and other documents or information prepared or disclosed by the customer, and all related intellectual property rights shall remain the customers property. The customer grants Tassell CNC a non-exclusive, non-transferable license to use any such material to the extent necessary to provide the customer with the most competitive bid or highest quality product possible.