



This policy covers the Terms and Conditions for all Forest City Castings Inc. (FCC) products and/or services we provide to our customers. The Terms and Conditions of FCC override and supersede any and all customers' Terms and/or Conditions howsoever and whenever they are communicated. The release of your Purchase Order is confirmation that you have read and agree to the Terms and Conditions below.

Delivery Point:

FOB - Forest City Castings Plant.

Purchase Orders:

The release of your Purchase Order to FCC is confirmation that you have read and accepted these Terms and Conditions. All released and accepted purchase orders may not be cancelled without written permission from FCC. Any and all costs incurred by FCC including the work-in-process will be invoiced to the customer. Material price is only held within 10% of market price of quote. Any additional changes will be either billed as a surcharge or new quoted price.

Payment Terms:

Tooling - 50% deposit with Purchase Order and 50% due on validation of the sample castings, unless otherwise agreed upon by both parties.

Parts - Net 30 from date of invoice. Overdue accounts will be assessed an interest charge of 2% per month, unless otherwise agreed upon by both parties.

Taxes:

Applicable taxes are not included in the quotation price and are extra.

Drawings:

3D surface files and dimensioned engineering drawings specifying tolerances are required to accurately prepare a quotation and to initiate production planning. The drawing files provided to FCC must identify and tolerance any and all critical characteristics. FCC will not be held liable for any dimensions or characteristics that are not identified on the 2D drawing.

Revisions:

Quotations are subject to change if the drawings originally submitted for quotation were incomplete or revised, or if raw material costs escalate prior to receiving the Purchase Order. Material revisions to engineering drawings, after the Purchase Order has been received by FCC that result in an increase costs will be submitted to the customer for authorization. A revised Purchase Order reflecting the increase in costs is required prior to FCC implementing the revisions. The increase in costs will be invoiced separately.

Tooling:

The mould(s), fixture(s) and all manufactured parts will remain the property of FCC until full payment for tooling has been received. Tooling delivery is subject to revision with order. The mould is guaranteed for the life of the project. Project life is considered to be complete if three (3) consecutive years of mould inactivity come to pass.

Blanket Purchase Orders:

Blanket Purchase Orders will be honored one (1) year from the date that the Blanket Purchase Order was confirmed. At the end of this term the remaining items ordered will be invoiced and the product will be shipped once final payment is received.

Returns:

Returns of non-conforming goods must be within thirty (30) days from receipt of goods. Parts manufactured by FCC are sold under a limited warranty to be free of defects in material or workmanship for a period of 30 days. The warranty is limited to the replacement of the product or a credit for the value of our product as invoiced to the company at the time of sale. Any damage of goods from the freight carrier must be claimed with the carrier and are not the responsibility of FCC. **An RMA is authorization for returning material to FCC for review only. It is NOT automatically an agreement to credit an account. A credit note for the appropriate amount will be issued based on the results of the review. Please wait for a credit note before taking a discount on any payments.**

Non-Canadian Customers:

For product returning from any country outside Canada, please identify the parts on the customs paperwork as "**CANADIAN GOODS RETURNED TO VENDOR FOR REWORK**". This will eliminate any further charges of Taxes & Duty. Any additional charges or duties become the responsibility of the customer if this instruction is not carefully followed.