



CARLEY FOUNDRY, INC.

8301 CORAL SEA ST. NE

BLAINE, MN 55449

Phone: 763-780-5123

Fax: 763-780-9426

Fed ID: 41-0914106

Friday, December 13, 2024

Carley Foundry Terms And Conditions

(CQD 3-21 Rev 1)

1. SHIPPING TERMS: F.O.B. Factory, collect. Freight payments are sole responsibility of Purchaser.
2. PACKAGING: Any specific requirements requested by Purchaser are subject to a packaging charge determined at time of shipment. Package charges will be determined at time of shipment. Pallet charges will be determined at time of shipment.
3. PAYMENT TERMS: Terms will be established upon receipt of first Purchase Order and are subject to change based on payment performance.
 - a. Invoices not paid within terms will be subject to an 18% annual interest rate. COD orders must be paid for on the invoice date or finance charges will apply from date of invoice. Pre-Pay orders must be paid for in full prior to production beginning. Completed orders that are being held by the Seller will be invoiced when complete and invoices not paid within terms will have finance charges applied.
4. TOOLING: The Buyer shall provide the Seller with a deposit for 50% of the tool price for tools that are \$8,000.00 or more. The fifty percent deposit must accompany the original purchase order. An acceptable CAD file to be provided prior to tool build. The Seller will not begin new tooling until the fifty percent deposit has been made.
 - a. The remainder of the tooling cost shall be invoiced upon completion of the first article. Payment is due per agreed upon payment terms.
5. Tooling costs shall be paid in full prior to the Seller's proceeding with production from the tooling. Please be reminded that a possessory lien may attach to tooling as well as production from the tooling in favor of the Seller.
6. Unless otherwise agreed upon, all castings are sold as unmachined casting, with risers, and gates to 1/16 of cast surface. Other than normal cleanup may require added charges. Fins and similar extraneous metal removed to approximately the contour of the casting.
7. RMA requests are handled using an online form found at www.CarleyFoundry.com. Questions regarding RMA requests should be sent to Customer.Service@CarleyFoundry.com. Castings rejected due to foundry defects as defined in purchase order or print specifications must be reported to Seller within six months after receipt.
8. Customer will be provided a RMA number or an explanation of the RMA request denial within five business days of the RMA request. Unauthorized returns without a valid RMA number will be rejected. All return paperwork must identify the RMA number provided by Carley Foundry. Customers have a maximum of 90 days to return castings to Carley Foundry after an RMA is issued.
9. Customer must have written permission from Seller to rework a defective casting. Failure to obtain written permission prior to attempting rework will result in zero credit being issued.
10. All returned castings are subject to inspection by our Quality Control and Engineering Departments before credit is issued. Credit will be given for castings rejected due to foundry defects as defined in purchase order or print specifications. Returned castings found to be customer responsibility will be held for 10 days. Within the 10-day window, the customer can request the castings to be returned to them at their cost for transportation and zero credit will be issued. After the 10-day window, the castings will be scrapped.
11. Seller is not responsible for the cost of machining, plating or any other processes performed on defective castings unless agreed to in writing.
12. Seller is not responsible for loss of or damage to pattern equipment by fire or other casualties beyond its control. It is the responsibility of the Purchaser to carry all forms of insurance that is deemed necessary to protect Purchaser's property.
13. The Seller is not liable for damages for failure to deliver, and the Purchaser shall not be liable in damages for failure to receive, as a result of fires, strikes, differences with employees, accidents or other causes beyond their control.
14. Should Purchaser require special treatment of castings, such as heat treat, special analysis, chemical and physical specifications, test bars, pressure tests, x-ray, etc. their inquiry shall set forth such requirements in detail.
15. No order shall be changed without liability unless notice of revision is made and accepted in writing before work is in process. When a change is necessary and the work is in process, Purchaser is to be charged for any castings previously made, as well as, but not limited to, cost of cores, molds or equipment discarded because of such change.
16. Cancellation of orders without liability are to be made only by mutual consent of Purchaser and Seller. Cancellations and/or deferred deliveries must provide for fair payment for work in progress.
17. The Seller will make an effort at all times, as operating conditions will permit, to furnish, as near as possible, the exact quantity specified. However, unless otherwise agreed to, the following quantity tolerance applies: +/- 10% of order quantity.
18. Special production requirement to secure other than normal deliveries may require overtime. Overtime expense is the responsibility of Purchaser and authorization must be in writing.
19. Purchaser may supply pattern and core box equipment in proper condition to produce the quantity and quality of castings agreed upon. All repairs and changes necessary to place equipment in proper condition shall be Purchaser's obligation. If changes are requested by Seller and Purchaser does not accept, Seller is not liable for defective parts.
20. The foundry shall not be liable in any manner for loss or damage due to the manufacture and sale to the purchaser of any patented device or parts thereof made in accordance with drawings, designs, models or patterns furnished by the purchaser.
21. Seller is not responsible for variations existing between blueprints, pattern and core box equipment with customer supplied tooling.
22. Seller has the right to issue a set-up charge on all orders, per part number.

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23. Castings sent from Seller's facility to a machine shop for machining become the property of the purchasing company. Seller is not responsible for casting damaged during machining process. Seller is not liable for machining costs that arise from machining defective castings. Seller will invoice Purchaser for amount of castings produced.
24. All tools, gauges, patterns, dies and other equipment furnished to Seller by Purchaser shall remain the property of Purchaser. Such property shall be plainly identified as property of Purchaser and shall be safely stored and not used except in filling Purchaser's orders.
25. Purchaser has the right to have patterns returned upon request. Seller has the right to require a one-month lead-time to remove Seller's property from tooling. Tooling will be returned freight, collect. The Purchaser must pay all outstanding invoices before tooling is returned.
26. Unless quoted as fixed pricing, Seller has the right to surcharge metal costs over and above the base metal price quoted.
27. The Seller is not responsible for discrepant dimensions if the Purchaser waives the 1st Article Layout.
28. Quotes, unless otherwise specified, are valid for 30 days
29. Cosmetic weld repair may be performed.
30. If actual casting weight varies from the estimated weight, the price will be adjusted by the Weight Adjustment Factor.
31. Castings are quoted based upon using tolerances from Aluminum Association and Investment Casting Institute standards unless otherwise specified