



# EPC™



ISO 9001:2008  
Certified

## Engineered Plastic Components, Inc.

---

### Engineered Plastic Components, Inc. and EPC-Columbia, Inc. Terms and Conditions

An agreement to the following terms and conditions is necessary to do business with Engineered Plastic Components, Inc. (EPC) and EPC-Columbia, Inc. (EPC) since the terms and conditions effectively communicate EPC's expectations when working as a Customer with a Buyer Supplier to eliminate any misunderstandings. If a modification is requested, the offering party must submit to the other party to be accepted in a written supplementary agreement. If the modification is not agreed upon, the following terms and conditions will govern and control the purchase order business dealings with EPC.

#### Quotation, Invoice, or Order Terms and Conditions

Any quotation, invoice, or sale order offered by EPC as a Customer or EPC's acceptance of a Buyer Supplier's (Supplier) purchase order shall be subject to the following Terms and Conditions:

#### Pricing.

The Order or Invoice will list the price, subject to adjustment by EPC to conform to EPC's prices at the time of shipment. EPC reserves the right to audit all expenses in regard to the original quote. This request will include actual invoices of the sub supplier to the Supplier. Unless otherwise stated in the Order or Invoice, a Quotation shall be valid for thirty (30) days from the date thereof. All prices are payable in United States dollars.

#### Taxes and Other Charges.

Supplier shall pay or reimburse EPC any applicable manufacturer's tax, occupation tax, use tax, sales tax, excise tax, value-added tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between EPC and Supplier.

#### Shipping & Delivery.

All products shall be delivered as indicated on the Quotation, Invoice, Order, and/or packing list. EPC reserves the right to make delivery in installments unless both parties agree otherwise in writing; all such installments to be separately invoiced and paid in full when due per Invoice, without regard to subsequent deliveries; and any deliveries not in dispute shall be paid in full regardless of other controversies relating to other delivered or undelivered merchandise. The method and route of shipment shall be at the discretion of EPC, unless otherwise stated on the Quotation, Invoice, Order, or packing list.

#### Termination.

Supplier and EPC shall have the right to terminate the Order or any part thereof at any time with or without cause by providing a 15 day written notice to the other party.

#### Workmanship Warranty and Nonconformity.

Supplier warrants that the parts shall be free from quality defects with respect to Supplier's workmanship on that part and shall materially conform to the specifications set forth in the Quotation at the time of delivery. Commercial standards will apply except as provided herein or unless EPC has received, reviewed and acknowledged by written acceptance of Supplier's own specified expectations and standards. If Supplier notifies EPC in writing of nonconformity with this warranty within ten (10) days of delivery, Supplier, at its election, shall (i) promptly use reasonable efforts to remedy the nonconformity at no additional expense to EPC or (ii) credit/reimburse EPC the replacement cost of any parts. Replacement costs shall be equal to the lower amount

based on EPC's cost of the parts or the parts' fair market value on the date EPC submitted its written warranty claim.

#### Limitation of Liability.

IN NO EVENT WILL EPC, ITS AFFILIATES OR THEIR RESPECTIVE MANAGERS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE FOR

a) CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, COSTS, EXPENSES, OR LOSSES (INCLUDING LOST PROFITS OR OPPORTUNITY COSTS), REGARDLESS OF THE FORM OF ACTION, DAMAGE, CLAIM, LIABILITY, COST, EXPENSE, OR LOSS, WHETHER IN CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, OR (b) ANY ACTIONS, DAMAGES, CLAIMS, LIABILITIES, COSTS EXPENSES, OR LOSSES IN ANY WAY ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS FOR AN AGGREGATE AMOUNT IN EXCESS OF THE FEES SET FORTH IN THE INVOICE OR ORDER FOR THE PARTS GIVING RISE TO LIABILITY.

#### Business Intellectual & Technical Information.

Any business information, including sketches, models, samples or designs submitted by EPC shall remain the property of EPC, and shall be treated as confidential information unless EPC has indicated a contrary intent in writing. No use or disclosure of such sketches, models and samples, or any design or production process or techniques revealed thereby, shall be made without the express written consent of EPC.

#### Assignment.

Neither party may assign, transfer or delegate any of the rights or obligations under these Terms and Conditions without the written consent of the other party, except that EPC may (a) assign and/or subcontract all or a portion of these Terms and Conditions to an affiliate or subsidiary without consent of Supplier or (ii) assign its rights and obligations hereunder to any successor in interest to all or substantially all of the assets and business of EPC, without the consent or approval of Supplier.

#### No Waiver of Breach.

No waiver of any breach of these Terms and Conditions will be a waiver of any other breach, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party.

#### Severability.

If any provision of these Terms and Conditions shall be deemed illegal or unenforceable, such illegality or unenforceability shall not affect the validity and enforceability of any legal and enforceable provision hereof, which shall be construed as if such illegal and unenforceable provision(s) had not been inserted herein.

#### Governing Law; Jurisdiction.

These Terms and Conditions will be governed and construed under the applicable state law for the location of EPC's plant working with the Supplier without regard to its conflict of legal provisions. Supplier hereby submits to the personal non-exclusive jurisdiction of the courts of the state the EPC plant is located in for all purposes connected to the purchase and sale of the parts for each Supplier. In any legal proceeding between the parties, venue shall exclusively lie in the state courts or federal courts situated in the state of EPC's plant. Unless a lesser time period is specifically provided herein, any action by Supplier against EPC must be brought within twelve months after the event giving rise to the cause of action, or such action shall be barred notwithstanding any statutory limitations to the contrary.

Acceptance and Binding Agreement:

EPC Customer and Supplier accept the aforementioned Terms and Conditions for a binding contract that supersedes any verbal discussions and written documents regarding the subject matter based on any of the following actions:

- (a) execution and delivery to EPC of an acknowledgement of EPC sales order, quotation, order acknowledgement or invoice forms;
- (b) delivery to EPC of a purchase order by a Supplier, which is executed by EPC;
- (c) providing Supplier written specifications of quantity and/or type of products, assortments thereof, delivery dates, shipping instructions, instructions to bill, or the like as to all or any part of the products and services described in the Order accompanying these Terms and Conditions;
- (d) EPC's or Supplier's receipt of delivery of the whole or any part thereof; or
- (e) other acceptance hereof.

Further, Supplier agrees that these Terms and Conditions shall continue to govern the relationship between the parties, including all subsequent sales, unless both parties agree to written alternative agreements or amendments.

**Engineered Plastic Components, Inc.**  
**1408 Zimmerman Drive South**  
**Grinnell, Iowa 50112**  
**Phone: 641-236-3100 Fax: 641-236-3555**  
**[www.epcmfg.com](http://www.epcmfg.com)**