

General Terms and Conditions of Sale

1. General
 - (a) The acceptance of quotations submitted by Molco (seller) to a Customer (buyer) includes the acceptance of the following terms and conditions, subject to the provision contained in Clause 1-b hereof:
 - (b) In the event of the buyer's order form containing special printed conditions, the order for the goods quoted will only be accepted by the seller with the understanding that the conditions are not in variance with the seller's, or if there is any variance that such conditions have been waived by the buyer.
2. Contract: Quotations, unless previously withdrawn, shall be valid for a period not exceeding 30 days from their date.
3. Prices: Quoted prices are prepared from information, drawings or other data provided by the buyer. If any alteration is made after the placing of an order, the seller reserves the right to re-estimate the prices and deliveries; any resulting increases in the cost of labor and/or materials, will be notified and must be borne by the buyer. Prices are F.O.B. the port and country of manufacture noted in the quotation, unless otherwise specified by the seller.
4. Delivery: The stipulated time for delivery shall date from the receipt by the seller of the buyer's written order to proceed with manufacturing, payment in full or part as quoted by the seller or of all the necessary information, such as drawings, specifications, models or other data, to enable seller to proceed with the work in hand whichever be later. Dates of delivery are not guaranteed. If at any time seller shall be hindered or prevented from making or delivering the goods due to strikes, lockouts, war, fire, accident, shortage of materials or fuel, or any other cause whatsoever beyond its control, the time or delivery shall be extended until such cause shall have ceased, but the seller may at any time, during the continuance of such hindrance or prevention, by notice to the buyer terminate the contract so far as it remains unperformed without incurring any liability because of such termination.
5. Cancellations or suspensions: Orders accepted by seller cannot be canceled or suspended except with seller's written consent; and then, if materials have been purchased, manufacturing commenced, or if any expenditure has been incurred in designing or as a result of lack of instructions only upon terms which will indemnify seller against all loss.
6. Liability:
 - (a) The seller shall accept no responsibility for any damages or loss arising from delay in delivery, or handling, or use of tools during transit or from any consequential loss arising there from.
 - (b) Under no circumstances will the seller be liable for any sampling or testing charges which the buyer, or agent of his, may incur.
 - (c) If any goods show defects arising solely from faulty materials and/or workmanship, the seller's liability shall be limited to replacing such goods, but no such liability shall arise unless notification of such defects is received by the seller within 30 days from receipt of the goods and the alleged defective goods are returned to the seller with shipping charges prepaid. The seller shall be allowed a reasonable time within which to remedy the said defects.
7. Alterations:
 - (a) Requests of alterations by the buyer during manufacturing will be regarded as separate transactions from the original contract. The seller shall implement alterations upon receipt of written acceptance of price, delivery and terms quoted and subject to provision 7b herein.
 - (b) Any requests of alterations or stoppage of work by the buyer will alter the terms of payment of the original contract. Prior to proceeding with requested alterations or resuming work, unless otherwise agreed upon, the seller shall be paid for the percentage of work done to date or for the full amount of the contract either if the work has been completed or if samples from mold tests have been submitted to the buyer for evaluation.
8. Tests, inspections and performance: All goods are carefully inspected by the seller and, where practical, submitted to standard tests before dispatch. If beyond these, physical tests or running tests are required this will be at the buyer's expense.
9. Customer's property: The buyer's property will be held entirely at the buyer's risk regarding damage by fire or any other cause. All tools, jigs, patterns and tracings are to be supplied by or charged to the buyer and shall become his property. Seller shall not be responsible for holding these for more than six months after delivery of the goods ordered.
10. Customer's materials: Should any spoilage occur due to defects in materials supplied by the buyer or its unsuitability, it is understood that the seller is to be paid for the work done and any consequential damage resulting from it.
11. Lien: Besides any lien to which the seller may by statute or otherwise be entitled, in full or in part, the seller shall be entitled to a general lien on all goods of the buyer in their possession, although all or some of such goods may have been paid for, for the unpaid price of any goods sold and delivered to the buyer by the seller under any contract.
12. Patents: The seller will not accept responsibility if the goods are the subject of any patent or registered design, and the placing of the order shall be considered as an undertaking by the buyer to indemnify the seller against any loss in respect of infringement of any such patent or registered design. Without prejudice to the foregoing, the seller reserves the right to cease work on any order, if it should come to notice that the goods in question are the subject of any patent or registered design, not owned by the buyer, in which case, the property of the work done should not pass to the buyer (except at the seller's discretion) and the seller shall be entitled to recover and be paid such sums for work done and materials supplied as shall be reasonable in such circumstances.
13. Performance of contract: Each delivery shall be considered a separate transaction and the failure of any one delivery shall not affect the due performance of the contract regarding other deliveries.
14. Claims: Claims for non-delivery must be made within 10 days of Advice Note according to carrier's regulations.
15. Packing: Packing cases are non-returnable unless otherwise specified.
16. Transfer of order: The seller's liability is restricted solely to the buyer from whom the order was accepted.
17. Terms of payment: The terms of payment are as outlined on seller's quotations. Requests for changes in terms must be made to and approved by the seller. In such instances, the seller reserves the right for a re-quotation.
18. Arbitration: These conditions and all other expressed terms of the contract shall be governed and construed according to the laws of the state and/or the country to where the order was placed by the buyer and accepted by the seller.

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