



# TT MACHINING & FABRICATING

COMMITTED TO QUALITY. COMMITTED TO YOU.

## STANDARD TERMS AND CONDITIONS OF SALE

TT Machining and Fabricating

*Effective Date: June 1, 2026*

### 1. Acceptance of Terms

All quotes provided by TT Machining and Fabricating ("Seller") are subject to these terms. Any purchase order issued by the Customer shall constitute acceptance of these terms, notwithstanding any different or additional terms contained in the Customer's purchase order. No modification of these terms shall be binding unless agreed to in writing by an authorized representative of Seller.

### 2. Quotation Validity

Unless otherwise stated on the face of the quote, all quotations are valid for thirty (30) calendar days from the date of issue. Prices are based on quantities specified and are subject to change if specifications are modified after acceptance. Seller reserves the right to adjust pricing due to significant fluctuations in raw material costs, provided written notice is given to the Customer prior to commencing work.

### 3. Third-Party Processing & Risk of Loss

In the event that a project requires outside services -- including, but not limited to, heat treating, plating, coating, grinding, or specialized testing -- the following shall apply:

- **Agency Status:** Seller acts only as an agent in coordinating third-party services. Seller does not guarantee the metallurgical or structural results of third-party processes.
- **Liability for Failure:** Seller is not responsible for part failure, cracking, distortion, melting, or total loss caused by a third-party vendor's process.
- **Payment for Machining:** Customer remains liable for 100% of the machining labor, programming, and material costs incurred by Seller up to the point of transfer to the third-party vendor.
- **Replacement Costs:** Seller shall not be held liable for the cost of replacement raw materials or the labor required to re-machine parts lost or damaged by a third party.

### 4. Customer-Supplied Material

If the Customer supplies the raw material (castings, forgings, or bar stock), Seller is not responsible for the cost of said material in the event of a machining error or third-party processing failure. Seller's liability is strictly limited to the value of the labor performed. Customer is responsible for ensuring that all supplied material meets the quality, quantity, and specification requirements for the intended application.

## 5. Engineering & Specifications

Seller shall manufacture parts to the prints and tolerances provided by the Customer. It is the Customer's responsibility to ensure that the material specified is compatible with the requested third-party processes (e.g., ensuring the steel grade is appropriate for the requested Rockwell hardness). Where prints or specifications are ambiguous or incomplete, Seller will seek clarification before proceeding. Any verbal instructions must be confirmed in writing.

## 6. Delivery & Lead Times

Lead times begin upon receipt of a purchase order and approved drawings. Delivery dates are estimates and not guaranteed unless expressly agreed in writing. Seller shall not be liable for delays caused by changes in specifications, Customer-supplied material shortages, third-party processing delays, or events beyond Seller's reasonable control. Shipping terms are FOB Michigan City, Indiana, unless otherwise agreed in writing.

## 7. Inspection & Acceptance

Customer shall inspect all parts within ten (10) business days of receipt. Any claims for defects, shortages, or non-conformance must be submitted in writing within that period. Failure to provide written notice within the inspection period constitutes acceptance of the parts as delivered. No parts may be returned without prior written authorization from Seller.

## 8. Terms of Payment

Unless otherwise agreed in writing, payment terms are Net 30 from the date of invoice. Invoices for completed machining work are due and payable according to the agreed-upon terms, regardless of whether the parts are currently at a third-party facility or have been damaged by said facility. A late charge of 1.5% per month (18% per annum) will be applied to overdue balances. Customer shall be responsible for all costs of collection, including reasonable attorney's fees, incurred by Seller in the event of non-payment.

## 9. Cancellation & Changes

Orders cancelled or modified by the Customer after acceptance are subject to cancellation charges. Customer shall be liable for all costs incurred by Seller up to the date of cancellation, including raw materials purchased, labor performed, and any non-cancellable third-party commitments. Changes to specifications after work has begun may result in additional charges and extended lead times.

## 10. Tooling & Fixtures

Unless otherwise agreed in writing, all tooling, fixtures, jigs, and programming developed by Seller in connection with Customer's order remain the property of Seller. Customer-owned tooling held by Seller is stored at the Customer's risk and will be retained for a period of one (1) year from the last order. Seller reserves the right to dispose of Customer-owned tooling after providing thirty (30) days' written notice if no new order has been received.

## 11. Warranty

Seller warrants that all work performed will conform to the specifications and tolerances stated on the Customer's prints and purchase order. This warranty is limited to re-machining or replacement of non-conforming parts at Seller's option, and does not extend to parts that have been modified, improperly installed, or subjected to misuse, abuse, or conditions beyond normal use. SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY

## IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### **12. Limitation of Liability**

In no event shall TT Machining and Fabricating be liable for any indirect, special, consequential, or punitive damages (including loss of profits or shop downtime) arising out of the manufacturing or processing of parts. Seller's total liability under any claim shall not exceed the contract price of the specific parts giving rise to the claim.

### **13. Force Majeure**

Seller shall not be liable for any delay or failure to perform due to causes beyond its reasonable control, including but not limited to acts of God, fire, flood, severe weather, labor disputes, supply chain disruptions, utility failures, government actions, or pandemics. In such events, delivery schedules shall be extended by a period equal to the duration of the delay.

### **14. Confidentiality**

Seller agrees to treat Customer's drawings, specifications, and proprietary information as confidential and will not disclose such information to third parties except as necessary to fulfill the order (e.g., to subcontractors performing third-party processing). This obligation does not apply to information that is publicly available, independently developed by Seller, or required to be disclosed by law.

### **15. Taxes**

All prices quoted are exclusive of applicable federal, state, and local taxes. Customer is responsible for all sales, use, excise, and similar taxes arising from the transaction, unless Customer provides a valid tax exemption certificate prior to invoicing. Indiana sales tax will be applied to all taxable transactions where no exemption is on file.

### **16. Minimum Order & Setup Charges**

All orders are subject to minimum order and setup charges as quoted. Setup charges cover machine preparation, fixturing, programming, and first-article inspection. These charges apply regardless of the quantity ordered and are non-refundable once work has commenced. Repeat orders may qualify for reduced setup charges at Seller's discretion.

### **17. Partial Shipments**

Unless otherwise agreed in writing, Seller reserves the right to make partial shipments and to invoice each partial shipment separately. Each shipment shall constitute a separate sale, and payment shall be due in accordance with Section 8 from the date of each invoice. Delay in delivery of any installment shall not relieve Customer of its obligation to accept and pay for remaining installments.

### **18. Security Interest**

Seller retains a security interest in all goods delivered until payment in full has been received. Customer grants Seller a purchase money security interest in all goods sold under these terms. Seller may file a UCC financing statement to perfect this interest. Customer agrees to execute any documents reasonably requested by Seller to perfect or protect Seller's security interest.

## 19. Indemnification

Customer shall indemnify, defend, and hold harmless TT Machining and Fabricating, its officers, employees, and agents from and against any and all claims, damages, losses, liabilities, and expenses (including reasonable attorney's fees) arising out of or related to: (a) Customer's designs, drawings, or specifications, including any claim of patent, trademark, or intellectual property infringement; (b) defects in Customer-supplied material; or (c) Customer's use or misuse of the finished parts.

## 20. Governing Law

These terms shall be governed by and construed in accordance with the laws of the State of Indiana, without regard to its conflict of law provisions. Any disputes arising under these terms shall be resolved in the courts of LaPorte County, Indiana.

## 21. Severability & Entire Agreement

If any provision of these terms is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. These terms constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous agreements, understandings, and communications, whether written or oral. No waiver of any provision shall be effective unless in writing and signed by the waiving party. Failure to enforce any provision shall not constitute a waiver of the right to enforce that provision in the future.

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*-- End of Terms --*

TT Machining & Fabricating | Committed to Quality. Committed to You.

*This document is provided for reference and should be reviewed by legal counsel before adoption.*