Terms & Conditions

Offer of Sale - Distribution & Manufacturing

The items described in this document are offered for sale at prices established by MFP Automation Engineering. **Buyer** means any customer purchasing or authorizing work, products, or services from MFP Automation Engineering. **Seller** means MFP Automation Engineering. Buyer's order or authorization, whether communicated verbally, electronically, or in writing, constitutes acceptance of these Terms and Conditions.

1. Terms and conditions of sale

All descriptions, quotations, proposals, offers, acknowledgments, acceptances, and sales of Seller's products and services are governed exclusively by these Terms and Conditions. Buyer's acceptance of any offer to sell is limited to these Terms and Conditions. Seller objects to any additional, different, or inconsistent terms proposed by Buyer. No such term shall become part of the agreement unless expressly accepted in writing by Seller. Seller's acceptance of Buyer's offer to purchase is expressly conditional upon Buyer's assent to these Terms and Conditions. Acceptance of Seller's products or services constitutes such assent.

2. Quotations, pricing, and taxes

Quotations are valid for thirty (30) days unless otherwise stated in writing by Seller. Due to economic conditions beyond Seller's control, Seller reserves the right to increase pricing if a manufacturer or supplier increases Seller's cost before shipment. Seller will notify Buyer in writing of the adjustment. If Buyer does not accept the adjustment, the provisions governing changes, reschedules, and cancellations shall apply.

Unless otherwise indicated, all prices and charges exclude excise, sales, use, property, occupational, and similar taxes imposed upon the manufacture, sale, or delivery of the items sold. If Seller must pay or collect any such tax, the amount shall be added to Buyer's invoice. Buyer shall pay such taxes or reimburse Seller upon receipt of Seller's invoice. If Buyer claims an exemption, Buyer shall indemnify and hold Seller harmless from the tax and any related interest or penalties if the items are later determined to be taxable.

3. Payment and shipment claims

Payment is due net thirty (30) days from the date of delivery unless otherwise agreed in writing. Past-due amounts shall bear interest at the rate of one and one-half percent (1.5%) per month, or the maximum lawful rate if lower, for each month or portion of a month payment is late. Claims for omissions or shortages are waived unless Seller receives written notice within thirty (30) days after Buyer receives the shipment.

4. Delivery, freight, and risk of loss

Unless otherwise provided in writing, delivery shall be F.O.B. Seller's plant. Regardless of the delivery method, risk of loss passes to Buyer when Seller delivers the shipment to the carrier. Delivery dates and lead times are estimates only and are subject to supplier schedules, material availability, transportation delays, labor disruptions, and other circumstances beyond Seller's reasonable control. Seller shall not be liable for delays in delivery. Seller may make partial shipments and invoice each shipment separately.

Buyer shall provide shipping instructions, carrier information, and freight account details with its purchase order. If Buyer does not provide such information, Seller reserves the right to select the carrier and method of transportation in Seller's sole discretion. Buyer's submission of an order without shipping instructions constitutes authorization for Seller to arrange shipment at Buyer's expense. Freight/Handling charges incurred by Seller shall be prepaid and added to Buyer's invoice. Buyer shall be responsible for such charges.

5. Changes, reschedules, cancellations, returns, and warranty evaluation

Buyer may request changes to designs, specifications, quantities, or delivery dates, or may request cancellation of all or part of an order. No requested change, reschedule, cancellation, or return shall become part of the agreement unless accepted by Seller in writing. Approval is at Seller's sole discretion and may be subject to terms and charges established by Seller.

Buyer shall be responsible for all costs and liabilities incurred by Seller resulting from Buyer's authorization or direction to proceed with procurement, engineering, manufacturing, fabrication, assembly, or other performance related to an order. Authorization may be provided through a purchase order, written communication, electronic communication, verbal direction, or other conduct reasonably indicating Buyer's intent for Seller to proceed. If Buyer cancels, reschedules, withdraws, reduces scope, or declines to issue a purchase order after authorizing Seller to proceed, Buyer shall reimburse Seller for all resulting costs and liabilities, including supplier cancellation charges, restocking charges, freight, engineering, labor, materials, and work in process.

Orders for custom-manufactured products, engineered products, hydraulic or pneumatic cylinders, seal kits, coils, special-order products, and non-stock products procured specifically for Buyer are non-cancellable and non-returnable unless Seller agrees otherwise in writing. Any exception is subject to Buyer's reimbursement of all costs incurred by Seller, including supplier-imposed cancellation, return, inspection, refurbishment, handling, and restocking charges.

No return will be accepted without Seller's prior written authorization and issuance of a Return Material Authorization (RMA). Issuance of an RMA does not constitute approval of a warranty claim. All items submitted as warranty claims are subject to Seller's or the applicable manufacturer's inspection and evaluation to determine whether warranty coverage applies. If Buyer requires a replacement item before completion of the warranty evaluation, the replacement will be processed as a billable order. If the returned item is subsequently determined to qualify for warranty coverage, Seller will issue a credit.

6. Warranty, finish, and paint

Seller warrants that items manufactured by Seller will be free from defects in material and workmanship for ninety (90) days from the date of shipment. Items not manufactured by Seller are subject solely to the applicable manufacturer's warranty terms. Product finish and paint provide surface protection only and are not intended to withstand every environment or condition. Buyer shall provide any additional finish, paint, or environmental specifications when submitting its purchase order. Seller may use outside resources to satisfy Buyer requirements and may pass the resulting costs to Buyer.

Warranty disclaimer. The warranty stated above is the sole and entire warranty for the items provided. Seller makes no other warranty, guarantee, or representation of any kind. All other warranties, including merchantability and fitness for a particular purpose, whether express, implied, arising by operation of law, trade usage, or course of dealing, are disclaimed. No warranty applies to items built or acquired wholly or partially to Buyer's designs or specifications.

7. Product selection and Buyer specifications

Seller shall not be responsible for the suitability, performance, or regulatory compliance of products selected, specified, or directed by Buyer. Buyer is responsible for verifying that Buyer-provided designs, specifications, applications, operating conditions, and product selections are complete and suitable for the intended use.

8. Limitation of remedy and liability

Exclusive remedy and limitation of liability. Seller's liability arising from or connected with the items sold or this agreement is limited exclusively, at Seller's sole option, to repair or replacement of the items sold, or refund of the purchase price paid by Buyer. Seller shall not be liable for incidental, consequential, special, exemplary, or indirect damages of any kind, including lost profits, arising from or connected with this agreement or the items sold, whether the claim arises from breach of contract, express or implied warranty, negligence, failure to warn, strict liability, or otherwise.

9. Special tooling, hose, and tubing

Seller may impose a tooling charge for special tooling, including dies, fixtures, molds, and patterns acquired to manufacture items under this agreement. Special tooling remains Seller's property notwithstanding Buyer's payment of tooling charges. Buyer acquires no interest in Seller's apparatus used to manufacture the items, even if specially converted or adapted and notwithstanding any charges paid by Buyer. Seller may alter, discard, or otherwise dispose of special tooling or other Seller property in its sole discretion unless otherwise agreed in writing.

Because of the manufacturing process for hose and tubing, Seller permits a yield variation of plus or minus ten percent (+/- 10%) unless Buyer specifies a definite length or quantity. Buyer is responsible for notifying Seller if a continuous length is required. Buyer shall purchase and pay for quantities produced within the permitted yield variation. If Buyer specifies a definite length or quantity, reasonable unusable excess attributable to that requirement may be allocated to Buyer's purchase price.

10. Buyer's property

Designs, tools, patterns, materials, drawings, confidential information, equipment, or other property furnished by Buyer may be considered obsolete and destroyed by Seller after two (2) consecutive years have elapsed without Buyer placing an order for items manufactured using such property. Seller shall not be responsible for loss of or damage to such property while in Seller's possession or control, except to the extent caused by Seller's willful misconduct.

11. Intellectual property rights

Seller will defend and indemnify Buyer against allegations that an item sold under this agreement infringes a third party's United States patent, trademark, copyright, trade dress, or trade secret. Seller will control the defense and settlement and will pay settlement costs or damages awarded, provided Buyer notifies Seller within ten (10) days after becoming aware of the allegation and gives Seller sole control of the defense and negotiations. If an item is subject to an infringement claim, Seller may, at its sole expense and option, procure the right for Buyer to continue using the item, replace or modify the item to make it non-infringing, or accept return of the item and refund the purchase price less a reasonable allowance for depreciation.

Seller has no liability for claims based on information provided by Buyer; designs specified wholly or partly by Buyer; or modifications, combinations, or system uses of an item sold by Seller. If a claim is based on Buyer-provided information or a Buyer-specified design, Buyer shall defend and indemnify Seller against all resulting claims, costs, expenses, and judgments. This Section states Seller's sole liability and Buyer's sole remedy for infringement of intellectual property rights.

12. Ownership of Designs and Technical Information

All designs, engineering drawings, schematics, models, layouts, specifications, calculations, software, programs, documentation, and other technical information developed, created, or provided by Seller, whether delivered in printed, electronic, or other form, shall remain the sole and exclusive property of Seller. Any disclosure, delivery, or sharing of such materials with Buyer is solely for purposes of evaluating, installing, operating, maintaining, or purchasing the applicable products or services and shall not be construed as a transfer, assignment, license, or conveyance of any ownership rights, intellectual property rights, or other proprietary interests.

Buyer shall not reproduce, modify, distribute, reverse engineer, disclose to third parties, or use such materials for the manufacture, procurement, repair, duplication, or sourcing of products or services from any party other than Seller without Seller's prior written consent. No ownership rights in any designs, drawings, schematics, models, layouts, or technical information shall transfer to Buyer unless expressly set forth in a separate written agreement signed by an authorized representative of Seller.

13. Force majeure

Seller assumes no risk of and shall not be liable for delay or failure to perform caused by circumstances beyond Seller's reasonable control, including accidents, acts of God, strikes or labor disputes, acts, laws, rules, or regulations of any government or agency, fires, floods, carrier or supplier delays or failures, material shortages, and other causes beyond Seller's control.

14. Entire agreement and governing law

These Terms and Conditions, together with amendments, modifications, and different terms expressly accepted by Seller in writing, constitute the entire agreement concerning the items sold and supersede any oral or other representations or agreements pertaining to them. This agreement is governed by the laws of the State of Michigan, without regard to conflict-of-law principles. No action arising from the sale of items or this agreement may be brought by either party more than two (2) years after the cause of action occurs.

Revised October 22, 2026