

Terms of Service

Acceptance of Terms

Use of services, including access of website, offered by Grace Manufacturing, Inc. the User agrees to these terms of service. No other terms apply except by signed, written agreement.

Offer of Service

Grace Manufacturing, Inc. reserve the right to refuse service to anyone for any reason at any time. Orders may be refused or cancelled at any time.

Website

This website is operated by Grace Manufacturing, Inc. Throughout the site, the terms “we”, “us” and “our” refer to Grace Manufacturing, Inc.. Grace Manufacturing, Inc. offers this website, including all information, tools and services available from this site to the user, conditioned upon acceptance of all terms, conditions, policies and notices stated. By visiting the site and/ or making a purchase, you engage in our “Service” and agree to be bound by the terms of service. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Payment

Payment in full is due when service is rendered. Open account, terms may be issued with prior approval and may be revoked at any time. Pending open account approval, domestic shipments may be shipped C.O.D. or on payment-in-advance basis.

Prices

Prices are quoted F.O.B. our warehouse and without taxes, fees, or other charges. Payment of shipping costs, taxes, fees, or other charges is the responsibility of the Buyer. Prices and price quotations are subject to correction or change at any time.

Quotations

Quotations are subject to these terms of service. Quotations are subject to change.

Freight

All orders are shipped F.O.B. our warehouse and all shipping charges, including shipping costs, taxes, fees, and other charges are the responsibility of the Buyer. If pre-paid freight terms are agreed upon, Grace Manufacturing, Inc. will choose the freight carrier.

Damages/Shortages

Ownership of goods transfers to the Buyer upon pickup of goods from our warehouse by the freight carrier. At delivery, shipments should be inspected

carefully and any damage or shortage noted on the delivery paperwork. All claims for damage or shortage must be filed with the carrier.

Quantity Variance

Grace Manufacturing, Inc. reserves the right to ship plus or minus 10% of the ordered quantity, per part model, as the completed order quantity.

Backorders

Grace Manufacturing, Inc. makes every reasonable attempt to avoid backorders. Should a backorder become necessary the Buyer will be notified and, if possible, a partial shipment may be made in keeping with the original order delivery date. Additional cost resulting from partial shipments is the responsibility of the Buyer. Grace Manufacturing, Inc. reserves the right to cancel backorders at any time.

Insurance

The Buyer shall be responsible for procuring, at the Buyer's own cost, insurance coverage against the risk of carriage goods and coverage against any special risk to which the Buyer may be exposed.

Returns

All sales are final. Returns will be authorized at the discretion of Grace Manufacturing, Inc. and with prior approval. Request for returns must be made within 60-days of receipt of goods. Approved returns must be sent freight paid in original packaging and in resalable condition. Credit will be issued at price invoiced minus 25% or minimum \$25 restocking charge.

Limited Warranty

Grace Manufacturing, Inc. warrants its goods to be free from defective material or workmanship. Warranty claim must be made within 90-days of receipt of goods. Returns must be made freight paid and with prior approval. In the discretion of Grace Manufacturing, Inc. warranty claim goods may be repaired, replaced, or credit issued. In no case shall the remedy for a warranty claim exceed the original invoice price of the goods. Grace Manufacturing, Inc. is not liable for consequential or incidental damages or costs. No other warranties, expressed or implied, are made including warranty of merchantability or fitness for a particular purpose.

Materials and Specifications

Materials and specifications are subject to change at any time without notice.

Lead-Times

Grace Manufacturing, Inc. may provide lead-time estimates for production and shipment of goods. These must be considered non-binding estimates and are subject to change with prevailing conditions.

Information

Grace Manufacturing, Inc. reserves the right to make corrections or changes at any time and without penalty to all transmitted information including, but not limited to, catalogs, quotations, letters, web-pages, email, facsimile transmissions, and conversations. All transmitted information is the property of Grace Manufacturing, Inc. and protected by copyright or trademark where applicable.

Samples

Grace Manufacturing, Inc. provides no-charge samples of stock parts, and encourages their use. To keep this service available to everyone we may limit availability of no-charge samples.

Setup Charges

Production of custom parts may require payment of a setup charge with the initial purchase order. The purchase order is not complete and work may not be started until payment of setup charges is received. Setup charges are not refundable. It should be expressly understood that setup charges are not payment for, or towards, any tooling, die, or mold.

Setups, Dies and Molds (Tooling)

Setups, dies, and molds are owned by Grace Manufacturing, Inc. unless specified by signed written agreement. Grace Manufacturing, Inc. will perform routine maintenance as necessary during the serviceable life of the tooling. Tooling will be maintained for one-year following a run of parts, after which it may be disposed of without notice or compensation.

Engineering

Grace Manufacturing, Inc. provides parts to buyer specification. Grace Manufacturing, Inc. does not offer or provide design engineering function(s) including but not limited to, materials, parts, part design, part use, part installation, or part application. The suitability of any part for a particular use or application is at the discretion of the Buyer.

Minimum Order

Minimum order quantities are maintained and differ with each part. Orders not meeting the minimum quantity requirement may be accepted on a case-by-case basis and may be invoiced at the minimum quantity billing amount.

Cancelled Orders

Upon issuing a purchase order the Buyer assumes responsibility for all costs incurred to date for execution of that order. The Buyer will be billed for those costs with payment due immediately upon executing an order of cancellation.

Change Orders

Changes made after a purchase order has been issued, which may include but not limited to, release quantities, delivery dates, or part specifications may result in additional charges.

Privacy and Security

In service to our customers and prospective customers, Grace Manufacturing, Inc. may maintain client-specific information. This information is maintained with reasonable security as confidential and will not be shared or sold to a third-party except as mandated by court order or applicable statute. Anyone may opt-out of our database and from future solicitation by contacting Grace Manufacturing, Inc. at 800-247-2239 or grace@grace-mfg.com

Prohibited Activity

By accessing the services offered by Grace Manufacturing, Inc. the user agrees to hold Grace Manufacturing, Inc., its officers, and insurance carriers harmless from all costs, including legal fees and costs of legal defense, which may arise from illegal activity resulting from the sale, representation, importation, use or misuse of any goods, products, or services provided by Grace Manufacturing, Inc.

Formatting

Headings and formatting used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

Update of Terms

We reserve the right to update, change or replace any part of these Terms by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Governing Law

These terms of service, and the purchase of any good or service hereunder shall be governed by and construed in accordance with the laws of the State of Indiana, as applicable to agreements made and performed therein. If any point of these terms is rendered null the remaining terms shall remain in effect.