



[Back to Terms & Conditions](#)

STANDARD TERMS AND CONDITIONS
OF ANY AND ALL PURCHASE ORDERS / AGREEMENTS
WHEREIN AIRFASCO INDUSTRIES FASTENER GROUP, LLC IS THE
SELLER, VENDOR AND/OR SUPPLIER

Notwithstanding any terms/conditions contained within any and/or all purchase orders/agreements, (“Purchase Terms”), submitted to Airfasco Industries Fastener Group, LLC., an Ohio corporation, (“Airfasco”), from any customer(s)/vendee(s) of Airfasco, (“Customer(s)”), and/or to which Airfasco is a party with any Customer(s), (“Order(s)” in any event), and as a material consideration/inducement to Airfasco under or relating to the Order(s), the following terms/conditions, (“Controlling Terms”), shall be and/or are wholly: (a) incorporated by reference within and as part of the Order(s); and, (b) controlling as to any Purchase Terms conflicting therewith and/or contrary thereto:

1. **Shipping**: Airfasco’s pricing, (“Price”), to Customer excludes freight/delivery/returns, transportation, demurrage and insurance costs (if Customer obtains insurance) for the goods, (“Delivery”). Delivery shall always be F.O.B. Airfasco (unless expressly provided in the Order(s) to the contrary and specifically included in the Price). Customer assumes all risk(s) of loss(es)/damage(s) to any goods upon Delivery.
2. **Acknowledgment(s)/Warranties**: Customer acknowledges/agrees that:
 - (a) Despite Airfasco’s utilization of and expertise with applicable scientific methods for manufacturing, treating and/or processing, imperfections relative to goods do or may exist. The goods will substantially conform, (“Conformance”), to applicable industry standards.
 - (b) Products are manufactured to the standard acceptable requirements and additional flow down quality requirements by the end user are not allowed unless stated in writing by Airfasco at time of bid.

- (c) Before Customer accepts Delivery of the goods, Customer will have the full and reasonable opportunity to inspect/test the goods, (“Inspection”), to reasonably determine the Conformance thereof and any other issues material thereto (i.e. defective treatment/processing, physical defects, deformity, etc.). After Customer’s Inspection (or Customer’s failure to inspect or waiver of Inspection) and/or if Customer takes Delivery of the goods, Airfasco shall not thereafter have any duty, liability and/or obligation whatsoever to Customer and/or Customer’s successor(s)/assign(s), (“Liability”), as to the goods except as otherwise expressly provided under the Controlling Terms and Customer will have conclusively waived the same. Time is of the essence.
 - (d) Any Liability of Airfasco shall in any event cease after Customer has further processed, assembled and/or undertaken any other work, manufacturing or processing relative to any goods and/or substantially/materially changed or altered the condition thereof.
 - (e) Where applicable, Customer is solely responsible for furnishing to Airfasco complete and accurate print(s) and/or specifications as to the goods, (collectively the “Plans”). Customer warrants/represents to Airfasco that the Plans will not violate, (“Violation”), any intellectual property rights of any person(s)/entity thereto (i.e. patents, copyrights or the like). Customer will hold Airfasco harmless from any such Violation and indemnify Airfasco as to/upon any damages that Airfasco incurs or may incur resulting from or relating to any Violation; including, without limitation, reasonable attorney’s and/or expert’s fees and court costs.
 - (f) Airfasco will make reasonable efforts to meet the delivery date(s), but will not be liable to Customer for Airfasco’s failure to meet such delivery date(s) or for any delay(s) resulting in whole or in part from any cause(s) beyond Airfasco’s control; including, without limitation, Acts of God, fires, floods, labor strikes/stoppage, catastrophes, work conditions, material or transportation shortages, embargoes, defaults/delays by suppliers/vendors, act(s)/omission(s) of Customer or for other cause(s) rendering Airfasco’s Delivery of the goods untimely, difficult and/or not possible.
3. Collection: If Customer defaults upon or breaches any of the Purchase Terms and/or Controlling Terms, (“Default(s)”), Airfasco may: (a) retain Customer’s deposit (if applicable) and pursue any and all legal/equitable remedies available to Airfasco under applicable law; and, (b) recover from Customer any and all costs/expenses which Airfasco incurs relating to or resulting from the Default(s); including, without limitation, reasonable legal and expert’s fees and court costs.
 4. Deposit: Deposits required for manufactured items are non-refundable and maybe applied as a credit towards other products at the discretion of Airfasco.
 5. Indemnification: Customer shall indemnify Airfasco and hold Airfasco harmless from and against any and all claims, causes of action, liabilities and/or expenses; including, without limitation, reasonable attorney’s fees and expert’s fees, which Airfasco incurs or may incur relating in any manner whatsoever to Customer’s: (1) Default(s); (2) use, distribution and/or possession of the goods; and/or, (3) intentional, reckless and/or negligent acts and/or omissions (including and whether those of Customer and/or those of Customer’s successor(s)/assign(s), employee(s), agent(s) and/or end-user(s)).

6. Default(s)/Cancellation: Airfasco may cancel the Order upon written notice to Customer upon any Default(s) and/or if Customer becomes bankrupt, is insolvent or makes any assignment(s) to or benefiting Customer's creditor(s).
7. Cancellations: Once tooling and raw material is ordered and the ordered item is in production cancellations are subject to a 100% fee for special non-stocked items and 50% for standards.
8. Order of Precedence: The Controlling Terms take precedence over any other additional, different or ambiguous Purchase Terms, order(s)/form(s), communication(s), terms and conditions of Customer, whether written or verbal, ("Other Terms"), as to the goods and constitute the entire understanding between Airfasco and Customer relating thereto. The acceptance of any Order is subject and limited to the Controlling Terms. When Customer accepts the Order, Customer will be irrevocably deemed to have assented to and accepted the Controlling Terms. Any such Other Terms of any type/manner shall not be effective or binding upon Airfasco unless Airfasco consents thereto in writing through Airfasco's duly authorized representative. Airfasco's Delivery of the goods to Customer shall not be deemed or construed to be Airfasco's acceptance of any Other Terms.
9. Corrective Action Request: CAR's are subject to an administrative fee of \$ 75.00 per hour with a two-hour minimum \$ 150.00 at the discretion of Airfasco and requires a PO in order to process.
10. Governing Law: The Order(s) shall be governed by and construed in accordance with Ohio law in all respects. Airfasco and/or Customer shall bring and/or initiate any claims, disputes, causes of action and/or other legal proceedings relating in any manner whatsoever to the Order and/or the goods, ("Claim(s)") in the Stark County, Ohio Common Pleas Court, which Court will have the sole and exclusive jurisdiction and venue as to any/all Claim(s).
11. Waiver of Jury Trial: Customer and Airfasco waive any and all rights/entitlements to a jury trial upon and/or relating to any Claims.
12. Limitation: In accordance with Ohio Revised Code Section 1302.98(A), any and/or all of Customer's Claim(s) must be commenced within one (1) year from the date upon which any such Claim(s) has/have accrued.
13. Severability: If any Controlling Term(s) is/are held by a court of competent jurisdiction to be invalid, void or unenforceable, all other Controlling Terms shall remain in full force and effect and shall not be affected, impaired or otherwise invalidated.
14. Non-Waiver: Airfasco's waiver of and/or acquiescence as to any Default(s) or Airfasco's failure to insist upon Customer's strict performance of any of the Purchase Terms and/or the Controlling Terms shall not constitute Airfasco's waiver of Customer's subsequent and/or other Default(s) or failure(s).

15. **DISCLAIMER:** AIRFASCO MAKES NO EXPRESS WARRANTY WHATSOEVER RELATING TO THE GOODS. AIRFASCO MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY OF THE GOODS. AIRFASCO IS SELLING, PROVIDING AND/OR DELIVERING THE GOODS TO CUSTOMER “AS IS” AND NOT SUBJECT TO ANY IMPLIED WARRANTY.
16. **EXCLUSIVE REMEDIES:** AIRFASCO SHALL NOT BE LIABLE TO CUSTOMER AND/OR ANY SUCCESSOR AND/OR ASSIGN OF CUSTOMER FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING IN ANY MANNER WHATSOEVER TO THE GOODS WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY. CUSTOMER’S EXCLUSIVE REMEDY RELATING TO THE GOODS SHALL BE LIMITED SOLELY TO EITHER AIRFASCO’S REFUND OF THE PURCHASE PRICE APPLICABLE TO THE DEFECTIVE AND/OR NON-CONFORMING GOODS (UPON CUSTOMER’S RETURN THEREOF TO AIRFASCO AT CUSTOMER’S EXPENSE) OR AIRFASCO’S REPAIR, CURE, CORRECTION AND/OR REPLACEMENT OF ANY OF THE GOODS WHICH ARE DEFECTIVE AND/OR NON-CONFORMING.
17. **Liquidated Damages:** If and/or upon Airfasco’s default/breach upon the Order and notwithstanding any Purchase Terms and/or Controlling Terms to the contrary, Customer’s sole and exclusive remedy against Airfasco is and shall be limited to and shall not exceed the price of the goods as and for liquidated damages. Airfasco will not otherwise be liable/responsible to Customer for any other costs, expenses and/or damages; including, without limitation, any legal/expert’s fees, court costs, lost business and/or profits and/or any other incidental or consequential damages.
18. **Successor(s)/Assign(s):** The Controlling Terms are wholly binding upon, benefit and/or apply to the successor(s)/assigns of Airfasco and Customer.