



Part of Trelleborg Group



# Magee Plastics Company General Terms and Conditions of Sale

Terms and Conditions can be found at: <https://www.trelleborg.com/en/seals/terms-and-conditions> under Terms and Conditions - USA.

**Additional information is listed below**

## **QUOTATION DURATION**

Quoted prices are firm for 60 days

## **CERTIFICATION**

Certification or industry specific requirements must be negotiated and specified on the purchase order.

## **F.O.B. POINT**

All quoted prices are (FCA) Incoterms our plant in Warrendale, Pennsylvania.

## **RETURN POLICY**

No returns will be accepted without written approval from Magee Plastics Co. and issuance by Magee Plastics Co. of a material return authorization.

## **ADDITIONAL QUOTATION TERMS**

A quotation, whether written or oral, is merely an advice of price, and does not constitute an offer to sell. Only after payment and other terms have been negotiated and an order has been accepted in writing by Magee Plastics Co. will a contract be deemed to arise. As an express condition of accepting any order, Magee Plastics Co. assumes responsibility only for its own performance, design and products. Magee Plastics Co. will not be responsible for improper installation, mishandling, crew or ground support activity, passenger/customer abuse or defect in non-Magee Plastics Co. design.

## **STANDARD PRODUCT SUPPORT AND WARRANTY INFORMATION**

1. Magee will honor a (12) month warranty from the date of manufacture, plus allowing for the installation of the Magee parts within (2) months after delivery, for a total of (14) months from date of manufacture. This warranty will apply to defects in design and workmanship, but will not apply to damage due to improper installation, mishandling, crew or ground support activity, passenger/customer abuse or defect in non-Magee Plastics Co. design. Warranty will consist of replacement or repair of defective parts. Warranty will not include reimbursement of labor for inspection, removal or reinstallation of repaired/replacement part.
2. Following receipt of material, Magee will allow a 60-day notification period subsequent to discovery of a defect.
3. Magee will also provide a 6-month warranty for repairs performed by Magee or the balance of one (1) year whichever is greater.
4. For parts under warranty, Magee will provide transportation to our facility at no charge.
5. Magee will provide claim approval within 24 hours of submission and receipt of defective part(s).

## **CONTRACT/ORDER DELAY PROVISIONS**

The following will apply to any contract/purchase order that includes a buyer requested delivery schedule. After receipt of order/contract and initial determination of delivery schedule, buyer may delay program for up to 3 months without cost to buyer, provided written notice is received by seller at least 60 days prior to start of requested delay. If less than 60 days written notice is given to seller, seller may issue a net invoice to buyer for costs of materials sufficient to produce the quantity of delayed components and costs of any components already produced for delayed portion of order/contract.

## **CONTRACT/ORDER CANCELLATION PROVISIONS**

If buyer elects to cancel any contract/purchase order through no fault of Magee Plastics Co., Magee Plastics Co. will issue a Net invoice for any purchased or non-cancellable material, manufactured components, non-recurring charges, tooling and/or any other expenses incurred by Magee Plastics Co. in support of the cancelled contract/purchase order.

## **HOURS OF OPERATION**

Magee Plastics Company standard hours of operation are from 8:00 AM EST to 4:30 PM EST Monday through Friday.

**ANY DEVIATIONS OR CHANGES TO THESE TERMS AND CONDITIONS ARE SUBJECT TO NEGOTIATION  
AND ACCEPTANCE IN WRITING BY MAGEE PLASTICS COMPANY.  
THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE.**