



Order Acknowledgement Terms and Conditions

1. This Order Acknowledgement is based upon the specific design drawings/specifications provided by the Buyer. MCC does not provide design services, and will not be responsible for any failure or unsuitability of the part sold resulting from incorrect or incomplete design drawings or specifications.
2. Seller is not responsible for any delays in shipping or delivery beyond its control.
3. Seller shall have, and Buyer does hereby grant a purchase money security interest in all goods sold hereunder, and any replacements until the purchase price is paid in full. Seller may file or record this document if necessary to protect Seller's interest in the goods. Buyer shall execute and deliver any document reasonably requested by Seller for such purpose.
4. In the event that the goods sold pursuant to this Order are found to be defective or not manufactured in accordance with the design drawings/specifications provided by Buyer, Buyer's sole remedy will be to return the goods at Seller's expense for repair or replacement. However, no returns will be accepted of goods which have been processed by the Buyer unless an internal defect, potentially caused by the casting process, is detected.
5. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM ANY ALLEGED DEFECT OR DEVIATION FROM DESIGN IN ANY GOODS SOLD HEREUNDER, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR INJURY TO PERSON OR PROPERTY, LOST PROFITS OR REVENUE, LOST SALES OR LOSS OF USE OF ANY PRODUCT. SELLER'S LIABILITY IN ANY CASE SHALL NOT EXCEED THE PURCHASE PRICE OF THE GOODS SOLD.
6. Buyer shall not countermand or cancel this order or cause the work or shipment to be delayed, except with the written consent of, and upon terms agreed by the Seller.
7. Any disputes arising out of this transaction shall be submitted to arbitration by a single arbitrator under the rules of the American Arbitration Association.