
TERMS AND CONDITIONS OF QUOTATION

PPM TCQ Rev. B · October 2026 · Supersedes all prior revisions

These Terms apply to every quotation and estimate issued by Parker Precision Molding, Inc. ("PPM").

1. QUOTATION, ACCEPTANCE & TERMS

Unless otherwise stated, quotations are valid through the expiration date shown and are based upon the drawings, specifications, quantities, materials, and requirements available at the time of quotation. Changes may require revised pricing and/or lead times.

Acceptance of a PPM quotation, issuance of a purchase order referencing the quotation, or authorization to begin work constitutes acceptance of these Terms. Additional or conflicting terms contained in a customer's purchase order, supplier portal, or other document are rejected unless expressly accepted by PPM in writing. PPM's performance does not constitute acceptance of conflicting customer terms.

2. DESIGN & MANUFACTURING RESPONSIBILITY

Unless specifically quoted otherwise, the customer is responsible for the design, functionality, material selection, tolerances, specifications, regulatory requirements, and intended application of its product. PPM will manufacture to customer-supplied drawings, CAD data, specifications, and approved requirements.

PPM does not assume responsibility for design suitability or manufacturability unless DFM, engineering, or design services are specifically requested and purchased. Customer-requested design or specification changes after quotation may result in additional charges and revised lead times.

3. PRICING, QUANTITIES & SCOPE

Quoted pricing applies only to the quantities and requirements stated in the quotation. Changes in quantity, annual volume, material, design, tolerances, inspection, packaging, secondary operations, production requirements, or other scope may require repricing.

Unless specifically included, pricing excludes taxes, tariffs, duties, special freight, certifications, testing, special packaging, outside processing, tooling modifications, and other requirements not expressly identified in the quotation.

4. TOOLING, FIXTURES & CUSTOMER-SUPPLIED ITEMS

Ownership of molds, fixtures, gauges, automation, end-of-arm tooling, and other special equipment shall be as stated in the quotation or applicable agreement. Customer-owned tooling remains customer property; however, PPM is not responsible for normal wear, age-related deterioration, pre-existing damage, corrosion, improper design/construction, or production delays caused by tooling requiring repair. Maintenance, repairs, modifications, and replacement components may be quoted separately.

PPM is not responsible for defects, shortages, delays, contamination, dimensional variation, or other problems caused by customer-supplied materials, components, tooling, drawings, CAD files, or specifications. Additional inspection, sorting, rework, downtime, setup, or scrap resulting from customer-supplied items may be charged to the customer.

Customer tooling remaining inactive for an extended period may be subject to storage charges or disposition following reasonable notice and in accordance with applicable law.

5. DELIVERY, EXPEDITES, DEFERRALS & BLANKET ORDERS

Delivery dates and lead times are estimates based upon conditions existing when the order is accepted. PPM will make commercially reasonable efforts to meet requested schedules but does not guarantee delivery dates unless specifically agreed in writing.

Requests for accelerated delivery may incur expedite charges and may require advance payment. Shipment or blanket-order releases may generally be deferred up to thirty (30) calendar days unless otherwise approved by PPM. Deferral requests must be submitted in writing. Completed product held beyond the approved period may be invoiced and may incur reasonable storage or handling charges.

6. SHIPPING, FREIGHT & IMPORTED TOOLING

Unless otherwise agreed, shipping and freight charges are the customer's responsibility. Requested carriers, expedited transportation, special handling, or dedicated transportation may result in additional charges.

Imported mold/tooling quotations include freight only when specifically stated. Tariffs, duties, customs charges, brokerage fees, taxes, governmental assessments, and other import-related charges are excluded unless expressly included in the quotation and may be invoiced to the customer if incurred by PPM.

7. INSPECTION, NONCONFORMANCE & WARRANTY

Customers should inspect product promptly following receipt and notify PPM in writing of alleged nonconformance, identifying the applicable purchase order, part number, shipment/lot, and nature of the issue. Product shall not be returned, reworked, sorted, scrapped, or otherwise dispositioned at PPM's expense without prior written authorization and a reasonable opportunity for PPM to evaluate the condition.

PPM warrants that products manufactured by PPM will materially conform to the mutually agreed drawings and specifications applicable at the time of manufacture. PPM does not warrant customer designs, intended applications, fitness for a particular purpose, or customer-supplied materials/components. For product determined by PPM to be nonconforming due to PPM's workmanship or manufacturing process, PPM's obligation shall, to the extent permitted by law and at PPM's option, be limited to repair, rework, replacement, or credit for the affected product.

8. CHANGES, CANCELLATION & SPECIAL-ORDER ITEMS

Changes or cancellations after order acceptance require PPM approval and may result in additional charges. The customer is responsible for completed work, work in process, committed materials, special-order items, outside services, engineering, tooling, and other costs incurred before an approved cancellation.

Custom, non-returnable, or special-order materials/components may be subject to cancellation charges of up to 100% of the applicable committed amount.

9. PAYMENT

Payment terms are those stated on the quotation, acknowledgment, or invoice. When advance payment, deposit, Cash in Advance, Due Upon Receipt, or similar terms apply, PPM is not obligated to purchase materials/tooling, commit funds, or begin the applicable work until payment requirements are satisfied.

PPM may suspend production or shipment when an account is past due or agreed payment requirements have not been satisfied.

10. LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, PPM shall not be liable for indirect, incidental, special, punitive, exemplary, or consequential damages, including lost profits, lost production, loss of use, business interruption, line-down charges, or claims by the customer's customers arising from a quotation, order, product, service, tooling, delay, or alleged nonconformance.

To the fullest extent permitted by law, PPM's aggregate liability arising from a particular order or occurrence shall not exceed the amount paid or payable to PPM for the specific products or services giving rise to the claim.

11. CUSTOMER INFORMATION, DESIGNS & INTELLECTUAL PROPERTY

The customer represents that it has the right to provide PPM with all drawings, CAD files, specifications, designs, trademarks, and other information supplied for the work. The customer remains responsible for claims arising from manufacture strictly to customer-supplied designs or specifications, including third-party intellectual-property claims, except to the extent caused by modifications independently made by PPM.

PPM will use reasonable care in handling customer information identified as confidential. Each party retains ownership of its pre-existing intellectual property. Unless expressly agreed otherwise, the sale of products does not transfer ownership of PPM's manufacturing methods, processes, programs, know-how, or other proprietary information.

12. FORCE MAJEURE, GOVERNING LAW & GENERAL TERMS

PPM shall not be responsible for delays or failure to perform resulting from circumstances beyond its reasonable control, including natural disasters, utility interruptions, transportation disruptions, material shortages, supplier failures, labor disruptions, governmental actions, or similar events.

These Terms and applicable transactions shall be governed by the laws of the Commonwealth of Pennsylvania. If any provision is found unenforceable, the remaining provisions remain effective to the fullest extent permitted by law. Failure to enforce a provision does not waive the right to enforce it later.

The quotation, these Terms, any applicable PPM acknowledgment, and any written agreement expressly accepted by PPM constitute the terms governing the quoted work.

Purchase orders should reference the applicable PPM quotation number and be submitted to MParker@ParkerPrecisionMolding.com.