



## TERMS AND CONDITIONS

December 20, 2024

1. The Bowmanville Foundry Company Limited is required to replace any casting that contains a foundry defect (porosity or metallurgy), if agreed upon by the Foundry and the customer, but is not liable for any costs incurred by the customer for processing charges, or subsequent liabilities arising from the use of, or the inability to use, the castings. All returns must be accompanied by a Return Approval form provided by and authorized by the Foundry within 60 days of shipment.
2. The Bowmanville Foundry Company Limited is not responsible for defects caused by dimensional or gating problems with patterns furnished by the customer or made for the customer, to customer specifications, and will not issue credit for such defects.
3. Casting prices may be adjusted on the basis of actual weight when it varies from the estimated weight. Steel scrap, pig iron, and other production inputs vary significantly with market conditions. The Bowmanville Foundry attempts to keep prices as stable as possible, however periodic adjustments to the surcharge are necessary as market prices for these inputs change.
4. Unless agreed upon in advance, the customer will accept up to 10% overrun or underrun.
5. Customer patterns are kept in storage when not in production. The Bowmanville Foundry does not carry insurance on the customer's patterns. All administrative, overhead, handling, packaging, and storage costs, plus shipping costs associated with the movement of patterns to and from the foundry will be paid in advance by the customer and will be quoted on request.
6. Charges for shipping containers will be shown as a separate item on your invoice.
7. The Bowmanville Foundry Company Limited will not release pattern equipment until a customer's account is paid in full including costs assessed under term 5.
8. Pattern maintenance is for the customer's account and will be arranged by The Bowmanville Foundry and submitted to the customer for approval.
9. Order cancellations must be received 4 weeks prior to the confirmed ship date. Cancellations received after this are subject to the following charges:
  - After 4 weeks before ship date: 75% of order value will be invoiced.
  - After 2 weeks before ship date: 100% of order value will be invoiced.The Bowmanville Foundry reserves the right to cancel an order at any time.
10. Samples and trialing costs are for the customer's account.
11. Payment terms are Payable Upon Receipt for all customers, unless otherwise noted on order acknowledgement/order status. Any overdue accounts will be placed on production hold.
12. New tooling is invoiced under special 'Tooling' Terms: half of the cost is required to be paid at the time of order, and the other half is invoiced with the shipment of first-off samples under our standard payment terms.

