**MRC ENTERPRISES LLC**
WIRE DRAWING DIES · SINCE 1997

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201-988-1803 · info@mrc-enterprises.com

# Terms & Conditions of Sale

Effective September 27, 2026. These terms apply to all quotes, orders and die service by MRC Enterprises LLC ("MRC") unless agreed otherwise in writing.

### 1. Quotes

Quotes are valid for 30 days unless stated otherwise. Prices are in U.S. dollars and exclude taxes, duties and freight. Lead times in quotes are estimates, not guarantees.

### 2. Orders

An order is accepted when MRC confirms it in writing or ships it. Dies made to the customer's size, drawing or specification are custom products; the customer is responsible for the accuracy of the specifications it provides.

### 3. Payment

Standard terms are Net 30 from invoice date for approved accounts. New customers are COD (payment due on delivery or before shipment) until an account is opened. To open an account, request a credit application from AP@mrc-enterprises.com. MRC accepts card and ACH via the secure link on each invoice. Past-due balances may incur a late charge of 1.5% per month (or the maximum allowed by law, if lower) plus reasonable collection costs. MRC may hold shipments on past-due accounts, and may change or withdraw credit terms at any time.

### 4. Shipping and risk

Unless otherwise agreed, shipments are FOB North Bergen, NJ. Title and risk of loss pass to the customer when goods are handed to the carrier. Return shipping for serviced dies is by MRC's UPS account (billed to the customer) or the customer's carrier account, as selected.

### 5. Die service (recut, repolish, resize)

Die service is quoted against a minimum charge per die. Where a die must be taken over size to clean up, the additional work is charged by the mil, so the final charge depends on the finished size. Some dies may not be serviceable to the requested size; MRC will advise and return them as instructed. Recutting increases die size by design. Dies held more than 60 days after notice without instructions may be returned freight collect or disposed of. MRC's liability for customer-supplied dies is limited to the service charge for the affected die.

### 6. Inspection and claims

The customer must inspect goods on receipt and report shortages, damage or nonconformity in writing within 10 days. Claims must identify the die and the invoice it was billed on. Freight damage must also be noted with the carrier.

### 7. Returns

Standard stocked items in unused condition may be returned within 30 days with prior authorization and may be subject to a restocking fee. Custom dies, recut or repolished dies, and special-order items are not returnable except under the warranty below.

### 8. Limited warranty

MRC warrants that dies conform to the confirmed specifications at shipment. If a die does not conform, MRC will, at its option, rework, replace or credit it. This warranty does not cover wear, misuse, improper installation or lubrication, or application outside the confirmed specification. THIS IS THE ONLY WARRANTY; ALL OTHER WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED.

### 9. Limitation of liability

MRC is not liable for indirect, incidental or consequential damages, including lost production or profits. MRC's total liability for any order will not exceed the price paid for the goods or service involved.

### 10. Equipment

New and used equipment is sold as described in MRC's written quote. Used equipment is sold as-is unless the quote states otherwise.

### 11. General

These terms, together with MRC's quote or order confirmation, are the entire agreement and override conflicting terms in a customer purchase order. New Jersey law governs. If any term is unenforceable, the rest remain in effect.

Questions about these terms: 201-988-1803 · info@mrc-enterprises.com · Billing: AP@mrc-enterprises.com