



Terms and Conditions

B&F Modern Manufacturing, Inc.

All Sales & Service Transactions

Effective: 08/01/2015 — Last Updated: 09/24/2025

1. Binding Agreement

These Terms and Conditions (“Terms”) govern all sales and services provided by B&F Modern Manufacturing, Inc. (“Seller”) to its customers (“Buyer”), whether through purchase orders, invoices, website interactions, or otherwise. By submitting an order, accepting delivery, or using Seller’s services, Buyer agrees to be bound by these Terms.

2. Payment Terms

Payment is due according to the specific agreed-upon payment terms between Seller and Buyer. If payment is not received by the agreed due date, a late fee of **1.5% per month (18% per annum)**, or the maximum legal rate, whichever is lower, will accrue on the outstanding balance.

Seller may suspend further shipments or services until payment is made in full. Payments must be made without setoff, withholding, or deduction.

3. Inspection, Defects, and Processing Liability

Buyer shall inspect all goods and services upon delivery. All claims for shortages, defects, or nonconformities must be made in writing within **seven (7) business days** of receipt. Failure to provide such notice constitutes final acceptance and waiver of any claim.

Parts, products, materials, etc., as made or processed by Seller shall be **presumed accepted as satisfactory** if Seller is not notified of damages, shortages, or discrepancies within this period. **Rejected parts must be returned** to Seller for rework.

Further processing or assembly of unsatisfactory parts, materials, or products by Buyer or any other party constitutes a **waiver of liability** on Seller’s part.

Where Seller’s operations are in the nature of **“salvaging” parts or materials**, the work is performed on a **“best effort” basis**, and no liability shall attach unless agreed in writing prior to processing.

In the event that results of metal finishing operations or parts are unsatisfactory due to **metal or casting imperfections, grade/composition changes, fabrication defects by other vendors, improper usage, or similar variables beyond Seller's control**, Buyer remains obligated to pay the contracted amount.

No returns will be accepted without a written Return Authorization (RA) from Seller. Seller's sole liability shall be limited, at its option, to rework, replacement, or refund of the affected item(s). No field work, disassembly, or third-party repairs are authorized unless expressly approved in writing.

4. Intellectual Property

All designs, processes, content, website functionality, and documentation created or provided by Seller, including on www.bnfmanufacturing.com, remain the exclusive property of Seller. Buyer shall not reproduce, reverse-engineer, sublicense, or infringe upon Seller's intellectual property without prior written permission.

Buyer represents that any designs, specifications, or intellectual property it provides do not infringe on third-party rights, and agrees to indemnify and hold Seller harmless from any related claims.

5. Website Use and External Links

Seller's website may link to third-party websites not controlled by Seller. Seller assumes no responsibility for the content, practices, or damages resulting from any such third-party sites. Accessing third-party links is at Buyer's sole risk.

6. Disclaimer of Warranties

All goods and services are provided **"AS IS" and "AS AVAILABLE"**, without any express or implied warranties, including but not limited to merchantability, fitness for a particular purpose, or non-infringement.

Some jurisdictions do not allow limitations on implied warranties; in such jurisdictions, these disclaimers shall apply to the maximum extent permitted by law.

7. Limitation of Liability

Seller's liability shall in all cases be strictly limited to the amount actually paid by Buyer for the specific goods or services giving rise to the claim. In no event shall Seller be liable for indirect, incidental, special, or consequential damages, including loss of business, profits, or downtime.

Any claim must be filed within **one (1) year** of delivery, regardless of any longer statutory limitations.

8. Collection & Legal Fees

In the event of Buyer's breach or failure to pay, Buyer agrees to pay all costs of enforcement, including but not limited to collection agency fees, attorney's fees, court costs, and lien filing fees.

Seller shall have the right to assert and record liens not only on goods delivered or unfinished work, but also, to the fullest extent permitted by law, on **Buyer's business assets, accounts receivable, and company property** to secure payment of amounts owed. Buyer expressly authorizes Seller to exercise all remedies available under the Uniform Commercial Code (UCC) or other applicable law, including filing of financing statements to perfect such liens.

9. Termination of Access / Service

Seller may suspend or terminate services, withhold shipments, or reject future orders without notice if Buyer violates these Terms, fails to make timely payment, or engages in conduct harmful to Seller's operations, integrity, or reputation.

10. Governing Law and Jurisdiction

These Terms shall be governed exclusively by the laws of the **State of California**, without regard to conflict-of-law rules. Buyer agrees that all disputes shall be resolved in the state or federal courts located in **Orange County, California**, and submits to personal jurisdiction therein.

For claims under **\$50,000**, disputes shall be resolved exclusively through **binding arbitration** administered by the American Arbitration Association (AAA).

11. Force Majeure

Seller shall not be liable for any delay, failure, or inability to perform due to causes beyond its reasonable control, including natural disasters, labor disputes, pandemics, supply chain interruptions, acts of government, or transportation delays.

If such conditions persist for more than **ninety (90) days**, Seller may, without liability, cancel the affected order.

12. Modifications to Terms

Seller may update or modify these Terms at any time. Modifications shall apply only to transactions initiated after the effective date of such modifications. Material changes will be communicated in writing or posted on Seller's website.

13. Entire Agreement

These Terms represent the entire agreement between Seller and Buyer, superseding all prior agreements or understandings, whether written or oral.

Seller is **not bound by any terms on Buyer's order forms** that vary from these Terms or those posted on www.bnfmanufacturing.com. Failure by Seller to object to such provisions shall not constitute a waiver.

Any additional or different terms proposed by Buyer are expressly rejected, unless accepted in a signed writing by Seller

14. Severability

If any provision herein is held unenforceable or invalid, the remainder of the Terms shall remain in full force and effect.

Contact

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