



The difficult we do right away,
the impossible will take a little longer.

Terms and Conditions of Sale

Wagner Machine Company (WMC) is an ITAR compliant, ISO 9001:2015, and AS9100D certified manufacturer. Our commitment is to deliver outstanding quality and part consistency, on-time deliveries, and exceptional service, at competitive prices. Achieving this commitment relies on clear communication and obtaining accurate and timely information from our customers.

To ensure a seamless project experience, we have established Terms and Conditions. These exist to ensure clear standards for the benefit of both WMC and the customer. Any deviations from these Terms and Conditions must be explicitly documented at the time of order. Placing an order acknowledges acceptance of these Terms and Conditions.

Purchase Order: A Purchase Order is required for all orders and will be reviewed against our quotation. Any changes to the scope of the project after the quote will require re-evaluation of the original quote.

Lead Time: Quoted lead times are estimates only and are not guaranteed. Lead time may vary due to various factors at the time of order placement including current machine and programming workload, job complexity, material availability, initial delivery quantity, and the ability to run automated. When a Purchase Order is received, current lead times will be confirmed with the customer.

Pricing: All quoted prices are based on the information provided at the time of quoting and are valid for 30 days. Prices may be influenced by total quantities, delivery frequency, and batch size. If a first article part approval is required, that must be disclosed with the Request for Quote (RFQ). Any changes to these factors may impact the quoted price.

Expedited Orders and Fees: WMC will quote expedited lead times upon request and depending on current workload. While we try to accurately estimate all lead times, expedited lead times are considered best effort and are only valid if an order is placed immediately. Expedite charges cover increased expenses and risks related to shortened timelines and are due regardless of the final project completion date.

Project Commencement: Work on customer projects will begin once all requirements are accurately defined, prices are agreed upon as reflected in the Purchase Order, and we have received all necessary information and customer supplied materials.

This document is uncontrolled once it is printed.

NOTE: The most recent version of this document is available at <https://wagner-machine.com/terms-and-conditions/>

CAD Files and Engineering Drawings: CNC Programs and inspection procedures are created from a combination of 2D and 3D CAD files that are supplied by the customer. It is assumed that these files are accurate. WMC is not responsible for errors in CAD models or engineering drawings supplied by the customer. Additionally, unless specifically quoted, WMC is not responsible for verifying CAD models or engineering drawings for consistency or accuracy. Forced dimensions and discrepancies between files are not acceptable and stating that the engineering drawing or solid model takes precedence will not be considered. It is acceptable to state that undimensioned features should be machined to the provided CAD data if all CAD data is accurate.

Errors in the customer-supplied CAD files may result in additional expenses and will be discussed at the time of discovery. In this situation, timely responses from the customer are critical to reduce costs related to machine and employee down time as well as possible delays to the project. If conflicting information or other CAD errors have led to parts that do not meet the intended customer specifications, the customer will be responsible for all production costs incurred before the discrepancy was identified. In case of additional charges, an updated PO will be required before work resumes on the project. If errors in the CAD models or engineering drawings are found after work has been completed, the customer is obligated to purchase all parts at the quoted price.

Samples: First part samples will only be provided if specifically requested in the RFQ. Samples will be inspected by WMC before shipment to verify conformance to customer provided requirements. To reduce machine downtime, production will continue while samples are being shipped and reviewed by the customer unless otherwise specified in the RFQ.

Sample parts are not prototype parts. If a sample part is required before production can begin, and this is requested after a quote has been provided, pricing will need to be updated to account for additional costs. Customer change requests related to form, fit, function, finish, or anything else that was not specified in the provided documentation may also incur additional charges. The customer is required to accept all parts that conform to the original specifications and have been completed before the change request.

Non-Machining Services: WMC offers several non-machining services including design for manufacturing (DFM) advice, reverse engineering, and chemical conversion coating (chem film).

WMC does not offer engineering or design services. DFM advice is offered based on our extensive machining experience to help customers improve manufacturability, increase part consistency, and reduce manufacturing costs for their parts. Reverse engineering provides 3D CAD models and engineering drawings to represent a customer's physical parts. For both DFM and reverse engineering, determining functionality for the end use of the parts is the sole responsibility of the customer. The customer is responsible for reviewing any files or suggestions provided by WMC to ensure the CAD models, engineering drawings, material selection, tolerances, and all other aspects of the part are suitable for the intended end use.

WMC offers Type II chem film coating that conforms to MIL-DTL-5541. In accordance with the standard we perform daily pH tests, weekly chemical concentration tests, and monthly salt spray tests. We do not offer painting services, so we do not perform wet paint adhesion tests unless specifically requested at the time of quote. By default, we do not perform electrical conductivity tests, but we will if specified by the customer in accordance with section 6.4 of the standard.

Stop Work Requests and Customer Delays: WMC employs highly skilled and highly compensated machinists using the best equipment and software. Efficiency is critical to offering competitive pricing and any delay is very costly. Delays or additional work caused by incomplete or incorrect customer information, poor communication, or direct stop work requests, may result in additional charges or rescheduling of the remainder of the job. This rarely happens, and WMC will clearly communicate the issues with any customer before these actions are required.

In most cases, with timely responses and clear communication, additional charges and delays can be avoided. If not, at the discretion of WMC, the customer will be responsible for immediately paying all incurred costs up to the time of the pause. Work will not be rescheduled or resume until an updated PO has been received that acknowledges any additional charges.

Quantities: We account for extra parts to cover anticipated loss during setup and production, but scrap rate may be higher or lower than anticipated. In case of an overrun or underrun, permission will be requested to ship overages or ship short. This is never required and if not acceptable, WMC will ensure the correct quantity is shipped.

Cancellations: Orders may be cancelled, or deliveries deferred only upon condition that the customer assumes immediate liability and makes payment for all work completed and in process. Such charges shall include raw material, unamortized tooling, engineering, handling, overhead, production, and outside cost (i.e., heat treat and plating). Such charges will be determined by WMC at the time of cancellation or deferment.

Delivery/Shipments: WMC shall not be liable for damages, default, or delay in production or delivery for causes beyond their control including government restrictions, riot, equipment breakdown, supplier delays, carrier delays, or acts of God.

Taxes: All sales and/or use taxes and custom duties imposed by federal, state, county, or municipal authority upon transfer and delivery of merchandise shall be paid by the customer.

RMA Claims: Claims of delivery shortages must be communicated to WMC within five business days of shipment receipt. Charges for repair or inspection of parts by customer will not be honored. Returns will not be accepted for parts that have been modified in any way.

An RMA must be requested and issued by WMC before parts can be returned. Parts being returned must be packed with the same care as they were originally packed by WMC, and the RMA number must be included with the shipment. WMC is not responsible for parts damaged in return shipments.

Patents: All products are manufactured to customer specifications. The customer assumes complete responsibility for all damages, claims, actions, or suits based upon actual or alleged infringement of any patent registered in the U.S. or elsewhere.

Warranty: All parts manufactured by WMC will conform to the provided customer specifications. WMC provides no express or implied warranty or guarantee of functionality.

Limited Liability: WMC's liability is limited to the quoted part price. In no event will WMC be liable for consequential or special damages arising from any defect or use of the manufactured parts.

Attorneys' Fees: In the event WMC shall enforce or protect any of its rights under this Agreement, WMC shall be entitled to recover, in addition to its damages, its reasonable attorneys' fees and costs incurred in connection therewith, whether or not suit shall be required.

Governing Law and Forum: This agreement shall be governed in all respects by the laws of the State of Illinois, and the parties agree that the appropriate venue for any dispute involving issues arising from this agreement shall be Champaign County, Illinois.

Miscellaneous: This Agreement constitutes the entire understanding among the parties as to the Terms and Conditions and supersedes all prior discussions and any written agreements between them. The parties further acknowledge and agree that neither has relied upon any representation of the other party, or such party's agents or representatives, other than the representations set out in this Agreement. No amendment, modification, or waiver of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by its authorized officer or representative. The customer may not assign or transfer, in whole or in part, any of its rights, obligations, or duties under this Agreement. The failure or delay of any party to enforce at any time any provision of this Agreement shall not constitute a waiver of such party's right thereafter to enforce each and every provision of this Agreement. If any of the terms, conditions, or provisions of this Agreement are held to be illegal, unenforceable, or invalid by any court of competent jurisdiction, the remaining terms, conditions, or provisions shall remain in full force and effect.

Revision	Date	Description of Change	Author	Reviewer	Approver
00	20231023	Initial release	K. Wagner	J. Frank	S. Tillison