

Creotech Industries, LLC dba BICO Machine & Tool

Standard Terms and Conditions

1. Definitions
 1. BICO - Creotech Industries, LLC dba BICO Machine & Tool, 72 Little Creek Road, Marianna, PA 15345
 2. Product - item manufactured or service performed by BICO under written or verbal work order
 3. Buyer - person, firm, company or other entity purchasing Products from BICO
2. Prices
 1. Unless otherwise stated, quoted prices are good for 60 days from date of quote and apply only to quantities quoted.
 2. Freight will be charged from point of manufacture.
3. Terms of payment
 1. Unless otherwise specified, terms of payment shall be net 30 days from date of invoice.
 2. Overdue accounts may be charged a finance charge of 18% per annum.
 3. BICO reserves the right to charge \$25.00 for returned checks where permitted by law.
4. Taxes
 1. All taxes and excises of any nature whatsoever now or hereafter levied by governmental authority upon the sale or transportation of Products covered hereby shall be paid and borne by Buyer.
5. Packing
 1. Products are packed in containers judged to be adequate for secure delivery to Buyer's premises. If special packing is required or requested, details and costs will be stated in quotation. If special packing is identified after quotation, any additional cost shall be paid by Buyer.
6. Delivery
 1. BICO shall not be liable for any delay or failure in performance in the event of and to the extent of any cause or condition beyond BICO's reasonable control, including fire or natural disaster, strike, riot, vandalism, terrorism, governmental rule or order, transportation delay, inability to obtain competent labor or satisfactory quality or quantity of materials from usual sources, or lack of complete data or incorrect data provided by Buyer.
7. Title
 1. Products shall be delivered by BICO, F.O.B. Marianna, PA. Buyer shall bear all costs, insurance premiums, freight and all other charges or expenses incurred after BICO has placed the Products in the custody of the carrier. Title and risk of loss with respect to the Products shall pass to Buyer when BICO places the Products in the custody of the carrier for shipment to Buyer.
8. Customer-supplied material
 1. It is recognized that even after utilizing all the skills and information available to BICO, risks still remain in manufacturing. Therefore, BICO's liability shall not exceed the amount charged by BICO for services performed on customer supplied material, except by written agreement signed by BICO. The Buyer, by contracting for services with BICO, agrees to accept these limits of liability to the exclusion of any and all other provisions as to liability; including the Buyer's own invoices, purchase orders or other documents.
9. Indemnification
 1. Buyer will indemnify and hold BICO, agents of BICO and employees of BICO harmless from any claims, demands, or lawsuits allegedly arising out of the manufacture, assembly, sale or use of all Products and will employ legal counsel at its expense to represent BICO.
10. Proprietary rights
 1. BICO recognizes that Products it manufactures or performs services on may contain or exhibit information that is proprietary to the Buyer. As such, BICO will take all reasonable measures to protect any such proprietary information.
 2. Similarly, BICO may utilize techniques or information during the course of its business that are proprietary to BICO. As such, BICO reserves the right to take reasonable measures to protect any such proprietary information.
11. Returns
 1. Products can be returned to BICO within 120 days of shipment only if accompanied by a BICO-supplied Return Authorization number. Upon receipt, BICO will evaluate returned Products to determine the course of action, including, but not limited to, replace, rework, return as-is or provide a refund of monies paid.
12. Cancellation
 1. Once an order is accepted, it cannot be canceled unless approved by BICO. A cancellation fee may apply.
13. Errors
 1. All stenographic and clerical errors are subject to correction.
14. Acceptance
 1. Buyer's verbal or written order to proceed with work, constitutes acceptance of these Terms and Conditions.
15. Entire Agreement
 1. These Terms and Conditions represent the entire agreement between BICO and Buyer, and no Terms or Conditions in any way adding to, modifying or otherwise altering the provisions stated herein shall bind BICO unless in writing and signed and approved by an officer of BICO. No modification of these Terms will be affected by BICO's shipment of Products following receipt of Buyer's purchase order, shipping request or similar forms containing printed Terms and Conditions conflicting or inconsistent with the Terms herein. This agreement and entire transaction shall be governed by the laws of the State of Pennsylvania.