



51 Bergenline Ave, Westwood, NJ 07675

Terms and Conditions of Quotation and Sale

Lead Time: Lead times quoted are estimated and are not guaranteed. Lead-times may vary due to current workload, material availability, job complexity and quantity of order. Once a Purchase Order is received, prices and current lead times will be confirmed to the customer.

Pricing: All prices are quoted based on the totality of the information provided to us at the time of quoting. Prices are valid for 30 days. Quoted prices are sensitive to total quantities, delivery frequency and batch size. Any changes to total quantities, batch sizes or delivery requirements from what was quoted may affect the price.

Purchase Order: A written purchase order is required for all orders. All purchase orders will be reviewed against our quotation for accuracy. Any changes to the scope of the project subsequent to the quote will require a re-evaluation of the quote.

Effect of Buyer Modifications on this Quotation: The price and delivery terms in this quotation are subject to change if buyer wishes to change any terms of this quotation.

CAD Files / Drawings: Programs are created for our CNC machines from the CAD solid model files supplied to us. It is presumed that the customer will supply *accurate* CAD models and drawing files. AMS is not responsible for errors in CAD models and/or drawing files supplied by the customer. Additionally, and unless specifically quoted, CNC Industries is not responsible for verifying the CAD model files against the drawing files. Simply specifying that the drawing file or the model file takes precedence over the other file is not an acceptable solution since both files need to match in order for us to perform our job.

If errors in the customer-supplied CAD files are discovered while parts are in-process, additional charges will be incurred on a “time and material” basis as needed to correct the errors. The customer will be advised of any extra charges and a purchase order or P.O. revision will be required to cover the charges *before* work can resume. If errors in the CAD model and/or drawing files are found after the parts are completed, the customer is obligated to buy the parts at the quoted price.

Raw Materials Availability: This contract is contingent upon the availability of raw materials required for the manufacture of the goods. AMS shall not be deemed in breach of this agreement

for delay in manufacture or delivery where such raw materials are unavailable. In such cases, AMS may, at its option, cancel this agreement or deliver to you its pro-rata share of production.

Special Tooling: Unless otherwise specifically provided in AMS quotation, special tooling developed by AMS to complete this contract shall be the property of AMS. Special tooling supplied by Buyer or special tooling developed by AMS, subject to property ownership of buyer shall be maintained by AMS with reasonable care at Buyer's risk to loss or damage arising from force majeure events, and Buyer is encouraged to provide its own insurance against such loss or damage. In the event Buyer does not claim such special tooling within two years after completion of AMS deliveries under this contract, then AMS shall have the right, following 30 days' written notice to Buyer, to dispose of such special tooling without liability.

Damaged Goods: Buyer shall report to AMS any damage found from shipping within one (3) business day of receipt of product.

Minimum Order / Minimum Charge: Our Minimum Order Amount is \$300.00 and the Minimum Shipment amount is \$200.00.

Expedite Policy: When the contract stipulates that product is to be expedited, AMS will make our best effort to meet the accelerated delivery date requested by the customer. It is important to note that expedite fees help AMS to pay for overtime and other activities required to speed up the process to produce the product quicker than normal lead-time. This includes paying our vendors to expedite processing of the parts. Therefore, expedite fees will be charged by AMS and paid by Buyer regardless of the actual date the product ships to customer, unless an exception to this policy is agreed upon in writing and approved by AMS management.

Cancellations: Orders may be cancelled or deliveries deferred only upon condition that the buyer 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 at the time of cancellation or deferment.

Delivery/Shipments: Seller shall not be liable for damages for default or delay in production or delivery for causes beyond his control including an accident to or breakdown of his equipment, labor disputes, embargoes, acts of God, supplier delays, government restrictions, riot or carrier delays. Bulk packaging is standard. Buyer shall bear the expense of all other packaging.