



Serving the Industry Since 1981

King-Tek EDM and Precision Machining, Inc.

Form No.: KT-F-05.2

Revision: NC

Date of Revision: 8/30/2017

Quality Ref.: AS 9100 Section 8.2

Sales Terms & Conditions

- A. Initial Purchases - All first-time purchases are COD and will remain COD until credit application is approved
- B. Application for Credit – Please submit *Credit Application* to Carriekingtek@aol.com.
- C. Standard Terms of Sales – Net 30 days from the date of the invoice. We do not offer early payment discounts. All past-due balances are subject to 1.5% per month late charges. All costs incurred in collection of past due accounts, including court and attorney fees shall be paid by the Buyer. A \$150 processing fee will be charged for any returned checks.
- D. Transportation Costs – Buyer is responsible for all transportation costs for Buyer's property to and from King-Tek.
- E. Termination, Reduction in Quantity or Rescheduling Delivery - In the event Buyer desires to terminate any part or all of the work to be performed, or reschedule the delivery of any goods, fair compensation shall be made to King-Tek. King-Tek shall recover without duplication, the contracted price for items which have been completed, the actual costs which are allocable or apportionable under recognized commercial practices to terminate work (including the costs of discharging liabilities), plus a reasonable profit.
- F. Claims for Nonconforming Products – All nonconforming products must be returned to King-Tek for evaluation. (1) Nonconforming parts must be reported within ten (10) days of their receipt. (2) No claim for nonconforming product shall be allowed until the nonconformity is verified by King-Tek. (3) King-Tek has the right but not the obligation to rework legitimately nonconforming material that is King-Tek's responsibility at King-Tek's expense. (4) Parts that have been structurally or chemically altered or which have been incorporated into an assembly subsequent to the work contracted from King-Tek, shall not be King-Tek's responsibility. (5) King-Tek assumes no responsibility for discrepant parts that have resulted from work that complies with the customer's requirements (i.e., prints, specification or instructions). (6) Liability for any cause is limited to the cost of direct processing (EDM) performed by King-Tek.
- G. Transit Damage - King-Tek assumes no liability for any loss or damage to material while in transit from or to our facility whether in vehicles owned by King-Tek, the Customer or other parties acting in behalf of King-Tek or the Customer, or for any loss or damage to the merchandise while it is in our possession for any cause whatsoever, including but not limited to theft, fire, casualty, or "Acts of Nature".



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- H. **Materials Supplied by Customer** - Materials supplied by the Customer are subject to dimensional inspection and may be rejected if size is inadequate for the requested processing. Customer shall supply enough material for at least 2 set up pieces and first article verifications. Customer is responsible for providing correct material for processing.

- I. **On-Time Deliveries** - Delivery dates are contingent upon timely receipt of materials and necessary documentation (example: drawings, models, specifications) from the Customer. King-Tek reserves the right to change delivery commitments based on late receipt of materials or information. On-time delivery metrics are computed on the date & time the Customer is notified that the job is ready for pick-up or the customer's representative accepts delivery when product is delivered by King-Tek.

- J. **Terms & Conditions of Sale** - King-Tek EDM & Precision Machining is not bound by any Customer terms which attempt to impose any conditions at variance with King-Tek's Sales Terms & Conditions. King-Tek's failure to object to provisions in the Customer's Terms and Conditions shall not be deemed as a waiver of King-Tek's Sales Terms & Conditions, which shall constitute the entire contract between the parties.