



All*Star CNC Products, Inc.
13355 Grass Valley Ave
Suite B
Grass Valley, CA 95945
800.878.7827 fax 530.615.2277

Terms & Conditions

1. ACCEPTANCE OF ORDER. The acceptance by Manufacturer (All Star CNC Products) of the Purchaser's order is expressly contingent upon Purchaser's acceptance of the Terms and Conditions stated herein, unless otherwise specifically agreed in writing signed by the Manufacturer.

2. PRICE. (a) Unless stated otherwise, all prices quoted are in U.S. Dollars, F.O.B. Manufacturer's place of business in Grass Valley CA. Possession of goods shall pass to the Purchaser on delivery by Manufacturer to the carrier at point of shipment. Purchaser will be responsible for freight and insurance charges for all goods shipped under the purchase agreement. (b) Prices and orders do not include federal, state or local excise, sales, use or other taxes now or hereinafter enacted, which are applicable to the goods sold here under. Such tax or taxes will be added by Manufacturer to the sales price when Manufacturer has the legal obligation to collect the same and will be invoiced to and paid by Purchaser, unless Purchaser provides Manufacturer with a proper tax exemption certificate. (c) All quotations are valid for thirty (30) days, and expire thereafter, unless extended by a written agreement between the parties. All orders, complete, before tax and shipping require a \$75 minimum.

3. PAYMENT TERMS. All commercial orders are subject to pre-payment before the product will be shipped. Specific arrangements may be made for payment terms of net thirty (30) days upon application and subsequent approval prior to the shipment of goods. The Manufacturer reserves the right to charge interest at 1.5% per month on all overdue balances.

4. CHANGES/CANCELLATION. Cancellation of an order may be... (not sure if this is needed)

5. WARRANTY. Except as otherwise specified herein: (a) The Manufacturer warrants the goods to be free from defects in materials and workmanship for twelve (12) months from shipment and under such conditions as specified in Manufacturer's warranty for the individual items. (b) Any purchaser wishing to return goods must first contact the manufacturer and procure an RMA number under which to return the goods. (c) All goods found to be defective shall be returned, freight and insurance (if applicable) prepaid, to Manufacturer's office, as designated. Manufacturer will incur the return shipping costs to the original ship-to-point when goods have been determined to be under warranty. The returned goods will be inspected to determine if they were stored and handled correctly. The Manufacturer shall not bear responsibility for damage or loss to goods not properly prepared for transportation or mishandled in any way. If it is found the Manufacturer's goods

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have been returned without cause, Purchaser will be notified and the goods returned at Purchaser's expense, freight collect. In no event will Manufacturer be liable for costs or procurement of substituted goods by Purchaser, nor will Manufacturer be liable for any special, consequential, incidental or other damages (including without limitation loss of profit) whether or not Manufacturer has been advised of the possibility of such loss, however caused, whether for breach or repudiation of contract, breach of warranty, negligence or otherwise. The essential purpose of this provision is to limit the potential liability of Manufacturer arising out of this agreement and or sale.

6. SUBSTITUTIONS AND MODIFICATIONS. Manufacturer will have the right to make substitutions and modifications in the specifications of goods sold by Manufacturer, provided that such substitutions or modifications will not materially and adversely affect overall product performance. Modifications internal to the product, which do not affect performance or appearance in a significant way, can be made solely at the discretion of the Manufacturer.

7. CREDITS AND REFUNDS: A full refund will be provided on any returned material that is returned in same-as-new condition when shipped from Manufacturer within 30-days of shipment. A credit may be applied or offered after 30-days when agreed upon with Manufacturer. All credits expire 1-year after issuance.

8. PROPRIETARY RIGHTS. The sale of the goods here under to Buyer shall in no way be deemed to confer upon Purchaser any right, interest, or license in any patents or patent applications or copyrights Manufacturer may have covering the goods. Manufacturer retains for itself all proprietary rights in and to all design, engineering details, and other data and materials pertaining to any goods supplied by Manufacturer and to all discoveries, inventions, patents and other proprietary rights arising out of the work done by Manufacturer in connection with the goods or with any and all products developed by Manufacturer as a result thereof, including the sole right to manufacture any and all such products. Buyer shall take all reasonable precautions to protect confidentiality of such information.

9. SHIPMENT. Purchaser acknowledges that the purchase requires a build to order production process that requires a specific lead time for each individual order. Manufacturer's order confirmation will state the delivery schedule. Manufacturer delivery dates are approximate and subject to reasonable efforts. Acceptance of the order by the Purchaser constitutes acceptance of the proposed delivery schedule and is a direct waiver of all claims due to delay in delivery.

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10. FORCE MAJEURE. Manufacturer shall not be liable for any default or failure to deliver under the purchase order due to acts of God, fire, and flood or other natural calamities, strikes, riots, civil commotion, freight embargoes, to any act of the American Government, or to any other causes whatsoever that are beyond the immediate and direct control of Manufacturer.

11. TRANSPORTATION AND RISK OF LOSS. Unless otherwise agreed to in writing by Manufacturer, all transportation and risk of loss shall be at the expense of Purchaser, Manufacturer reserving the right to ship goods freight collect and to select the means of

transportation and routing. Unless otherwise advised, Manufacturer will not insure the goods and, all such freight and insurance costs shall be for Purchaser's account. Risk of loss or damage shall pass to Purchaser upon shipment of goods by the transportation company at the FOB Grass Valley CA pickup point.

12. INSPECTION AND ACCEPTANCE. Purchaser shall have the right to inspect the goods upon delivery. Failure of Purchaser to inspect the goods and give written notice to Manufacturer of any alleged defect of non-conformity within thirty (30) days after delivery shall constitute an irrevocable acceptance by Purchaser of the goods delivered. Use of any such goods by Purchaser, its agents, employees, licenses, for any purpose after delivery thereof, shall constitute acceptance of the goods by Purchaser.

13. RETURNS. Goods may be returned within thirty (30) days for reason of a defective part only, no other returns will be accepted. The goods or parts thereof sold herein may in no case be returned to Manufacturer without first obtaining Manufacturer's consent.

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