

Alliance CNC Grinding Service, Inc.
Conditions of Sale and Delivery

I. Conclusion of contracts

1. The following conditions apply exclusively for all offers submitted by us as well as for all contracts concluded with our company.
2. Our offers are always without obligation. The contract only enters into force with our order confirmation. If no order confirmation is issued, the contract enters into force when the item purchased is transferred or delivered to the customer.
3. Our order confirmations are issued in writing. No additional or side agreements apply.
4. The following over- or under delivery applies for specially-manufactured (customized) tools:
up to 4 pieces - 1 piece
5 – 11 pieces - 2 pieces
12 – 30 pieces - 3 pieces
more than 30 pieces - 10% of the ordered quantity

II. Prices

1. Our prices are ex-works excluding delivery.
2. If wage or material costs change during the period between conclusion of the contract and delivery of the goods, the supplier may demand an appropriate price increase. If it is not possible to reach agreement with regard to such a corresponding price increase, we are entitled to withdraw from the contract.

III. Delivery

1. The delivery period only starts at the time when all details of the work to be done are clear. Fulfillment of delivery dates assumes that the customer has also fulfilled his contractual obligations.
2. We make every effort to adhere to agreed delivery dates and periods. However, if in exceptional cases we do not adhere to delivery dates and periods due to our own fault, the customer shall grant us an appropriate period of grace for delivery. The customer can withdraw from the contract at the end of the period of grace if no delivery is effected. The customer may not make any further claims against us due to delay in delivery, unless the delay is based on deliberate intent or gross negligence.
3. Events within the category of force majeure also prolong the period of delivery accordingly, even if they occur during the period of grace.
4. We are entitled to make partial deliveries if these can be considered reasonable for the customer.

IV. Transfer of risk

1. The risk is transferred to the customer as soon as the item to be delivered leaves the supplier's possession. This also applies in those exceptional cases where we bear the transport or dispatch costs.
2. The goods are only insured against transport damage on the specific request of the customer. The cost shall be borne by the customer.

V. Payment

1. In so far as no agreement has been reached to the contrary, our invoices are due for payment within 10 days with 2% discount or within 30 days net as from date of invoice.
2. In cases of delayed payment we are entitled to charge interest of 18% per annum.
3. Only recognized or legally established counterclaims entitle the customer to offset claims or withhold payment.

VI. Retention of title

1. We retain the title to the goods supplied until all claims for payment resulting from the business relationship with the customer, including future claims, have been met. Allocation of individual claims to a current account or account balancing and corresponding recognition of this

- do not cancel out retention of title at all stages.
2. The customer is entitled to sell on the goods in the course of normal business. However, he already now assigns to us the claims arising from the onward sale in the amount of the final sum of our invoice, with all ancillary rights and orders of priority.
The customer remains entitled to call in the payment; we reserve the right to cancel this entitlement. We undertake not to make use of our own right to call in the payment as long as the customer fulfils his payment obligations, also as against third parties.
 3. If items supplied by us are processed to form a new movable property, the processing is considered to have been carried out for us. We will become the owners of the new item.
If our items are processed along with goods which do not belong to the customer, we obtain joint ownership in the new item in the proportion of the value of the goods subject to our retention of title to the other goods at the time of processing. If goods subject to our retention of title are mixed or combined with goods not belonging to the customer we become joint owners as laid down in the legal regulations. If the customer achieves sole ownership by means of linking, mixing or combination, he shall transfer joint ownership to us in accordance with the proportion of the value of the goods subject to our retention of title and the other goods at the time of the linking, mixing or combination. Transfer of the goods is replaced by the customer storing the goods for us free of charge.
 4. The customer may neither pledge the item delivered nor offer it as security. The customer must inform us immediately in case of seizure of the goods or other acts affecting the goods which are implemented by third parties.
 5. In case of payment by check or bill of exchange, our retention of title is only withdrawn when the customer has fulfilled all his payment obligations towards us and third parties.
 6. If, despite the grant of a period of grace, the customer enters into arrears of payment by his own fault, we are entitled to take back the item supplied, without implying that we have withdrawn from the purchase contract.

VII. Warranty and liability

1. In cases of justified complaint we provide warranty performance in the form of repair or replacement. If these remedies definitively fail, the customer can demand a reduction in the purchase price or cancellation of the purchase contract at his discretion.
2. Any costs caused by unjustified complaints shall be the responsibility of the customer.
3. Other claims, in particular claims for compensation for damages, claims against us arising from positive violation of a claim, claims arising from negligence during conclusion of the contract and tortious acts are excluded, unless we exceptionally accept liability as a result of intentional or grossly negligent behavior. This does not apply in so far as contractual obligations whose fulfillment are of fundamental significance for the customer are infringed by us or by our vicarious agents. Freedom from liability also does not apply in so far as we are liable according to product liability law or if claims are made against us in relation to absence of warranted characteristics.

VIII. Final provisions

1. The place of fulfillment for legal relations on both sides is Grand Rapids, Michigan.
2. If the customer is a merchant entered into the official company register, the venue for settlement of all disputes arising from this contractual relationship, including any disputes regarding bills of exchange or checks, shall be the Municipal Court of Grand Rapids, Michigan.
3. The contractual relationship shall be governed by US law.
4. If any one or if several of these provisions should be invalid in part or as a whole or should become invalid as a result of a change in the judgement of the courts or a change in law, this shall not result in invalidity of the remaining provisions. The contractual parties already today undertake to substitute the invalid clause with a clause which approaches the intention of the original clause as closely as possible.