



AK Industries  
3115 E. Las Hermanas St.  
Rancho Dominguez, CA 90221

phone: (310) 762-1600  
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## Terms and Conditions

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Terms are net 30 days for approved customers. The acceptance by AK Industries (AK) of any order is contingent on AK's approval of Buyer's credit. Current delinquencies from prior orders may suspend or void approved credit. If, in AK's opinion, Buyer's credit at any time is unsatisfactory, then at AK's option, the terms of payment provided herein may be altered, the contract terminated without liability to AK and/or performance may be suspended pending receipt of satisfactory security. Any overdue payments are considered delinquent and will bear interest at the rate of one per cent (1%) per month. In the event AK engages the services of any attorney to collect such amounts, Buyer agrees to any reasonable attorney's fees and costs incurred by AK, notwithstanding further legal action.

In the event Buyer shall become insolvent or make a general assignment for the benefit of creditors, or files or has filed against it a petition in bankruptcy or for reorganization or pursues any other remedy under law relating to the relief of debtors, or in the event a receiver be appointed of Buyer's property or business, AK may, at its option, terminate its performance under the contract and treat the Buyer as default.

### Schedule

AK shall not be liable for delays in delivery occasioned by force majeure or any cause beyond its control, including actions of the Buyer, its representatives or customers. Any such delay shall effect a corresponding extension of delivery date, and if necessary, an equitable adjustment in the purchase order.

### FOB. Delivery and Title

The F.O.B. point is Rancho Dominguez, California. Title and risk of loss or damage shall pass to Buyer upon delivery to carrier. AK shall retain a security interest in the unit(s) sold until the full purchase price and any related amounts are paid by the Buyer in full. Upon AK's written request and at Buyer's expense, the Buyer agrees to execute promptly any documentation reasonably required to perfect AK's security interest in the unit(s).

### Freight Charges.

Freight charges are not included in our terms.

### Warranty

AK only warrants that at the time of delivery any parts supplied by AK pursuant to the purchase order are free from defects in materials and workmanship under normal use and service for a period of 1 year after delivery to the first purchaser. All warranty services will be performed at AK's facility and Buyer is responsible for shipping costs. The Buyer shall give written notice to AK of any breach of these warranties within the stated warranty periods. The exclusive remedy



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of the Buyer under these warranties and the limit of liability of AK for any and all losses, injuries and damages of any kind or nature whatsoever to person or property caused by or resulting from the Buyer's use of parts provided pursuant to this contract (including claims based in contract, negligence, strict liability, other tort, or otherwise) shall at the sole election of AK, be for AK either to replace the part(s) or to make an equitable adjustment in the price paid by the Buyer for such parts. THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PURPOSE. In no event shall AK be liable for indirect, incidental, special, or consequential damages of any kind to person or property caused by or resulting from the Buyer's use of parts provided pursuant to this contract.

### **Termination**

In the event the Buyer must terminate the purchase order of any reason, AK shall receive payment from the Buyer for costs incurred up to the time of termination, costs for job closure activities, and a reasonable profit thereon. A Termination notice shall be conveyed in writing. If a verbal notice is necessary, it shall be followed by a written confirmation.

### **Applicable Law**

The purchase order shall be interpreted in accordance with the laws of the State of California.