

Alpha Circuit Corp. (ACC)

Standard Terms and Conditions of Sale

Alpha Circuit Corp. will hereinafter be referred to as "ACC" throughout this terms agreement. "Customer" throughout this agreement refers to the direct customer order / sale and is all encompassing of the product, sale and transaction.

By submitting a Purchase Order, you are agreeing to be bound by the Alpha Circuit Corp Terms and Conditions stated herein. Unless other Terms and Conditions have been agreed upon and signed by an Officer of Alpha Circuit Corp., these Terms and Conditions supersede all other Terms and Conditions suggesting additional or different terms.

1. **PRICE:** All quoted pricing is valid for 90 days. Quotations are based upon customer supplied data, either by Gerber file, email or verbal communication. Quoted price is subject to change upon review of customer supplied Gerber data, file's, drawings, specifications and artwork. Unless otherwise stated in writing, shipping, insurance, duties, taxes are not included in the price.
2. **TERMS OF PAYMENT:** Customer agrees to all invoice terms, conditions and provisions. Unless otherwise agreed upon, Customer payment is required for all manufacturing services within thirty (30) days of shipment. ACC reserves the right at any time to require full or partial payment in advance or to revoke any credit previously extended, if, in ACC's judgment, the Customer's financial condition does not warrant proceeding on the terms specified. Overdue payments shall be subject to finance charges computed at a periodic rate of 1 1/2% per month (18% per year), collection costs and attorney fees. Amounts owed by the Customer with respect to whom there is no dispute shall be paid without offset for any amounts that the Customer may claim are owed by ACC and regardless of any other controversies that may exist. Failure to keep your account current may, at ACC's option, result in automatic C.O.D. status.
 - a. 1st order payment terms are Credit Card or COD. We accept Visa, MasterCard and American Express. Terms are available upon the completion and approval of a credit application by ACC.
3. **Lead Time:** Lead time starts after the acceptance of all data, array approval and contract review. The order cutoff time is 10:00am, Monday through Friday. Order lead times are based on the following lead time calculations. Example: A one day turn will need to be placed prior to the 10:00am cut off and will be shipped the following day per the shipping carrier's cut off times. This can be as late as 9:00pm central time for expedited orders.
4. **Shipping:** Every effort is made to ship all product per customer instructions. Shipping methods may need to be adjusted due to carrier pickup times. When quick turn orders are placed, ground shipments are never guaranteed. In the case a ground shipment is missed, ACC will either ship the order at our cost and per our preferred carrier or credit the difference in shipping costs to the customer.
5. **Electrical Test:** Electrical testing is required regardless of design. A customer may not waive the electrical testing process. Visual inspection is not 100% effective at identifying connectivity issues on the outer-layers and is inadequate for finding them on the inner layers or within the holes.
 - While Electrical Test will not detect all defects, it will verify that the connectivity of the CAD data is reflected in the finished boards. We feel that Electrical Test is an essential component to the PCB's manufacturing process.
 - Our goal is to ship all boards with zero defects and Electrical Test is a critical part of this quality process.

6. WARRANTY: This limited warranty is governed by and construed under the laws of the State of Illinois.

This limited warranty does not apply: (A) to damage caused by use with non-ACC products; (B) to damage caused by accident, abuse, misuse, flood, fire, earthquake or other external causes; (C) to damage caused by use of the product outside the permitted or intended uses described in the order specifications; (D) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of ACC; (E) to a product or part that has been modified to alter functionality or capability without the written permission of ACC; or (F) to cosmetic damage, including but not limited to scratches or dents, that does not otherwise affect the product's functionality or materially impair its use.

ACC warrants that each unit will be manufactured in a workmanship-like manner, and that for a period of ninety (90) days after the units are received, each unit will be free from manufacturing defects in workmanship. Items returned for warranty will remain under warranty for the remainder of the original warranty or thirty (30) days, whichever is longer. All claims for nonconforming or defective products must be made in writing within ninety (90) days after delivery to the Customer, and any claims not made within that period shall be deemed waived and released. ACC's sole responsibility with respect to such claims shall be, at ACC's option, to credit, replace, repair or rework any product that we determine to be defective.

When a product is exchanged, any replacement item becomes the customer's property and the replaced item becomes "ACC's" property. When a refund is given, the product for which the refund is provided must be returned to ACC and becomes ACC's property. ACC will not accept liability for any cost in addition to the value of the bare boards including but not limited to components, labor, business interruptions and any other consequential damages or losses. ACC disclaims any open-ended acceptance of liability for losses beyond the control of ACC.

Products are not in any event to be returned to ACC without ACC's prior written authorization via ACC's RMA procedure by contacting ACC's Quality Department at (630) 617-5555. ACC shall pay shipping cost for valid returns. Returns that are not shipped according to the RMA stated shipping method will be charged back to the Customer.

Any order that needs to be sorted at a customer's facility will be at the cost of the customer unless otherwise agreed to by ACC in writing. If the product is deemed acceptable to customers' prints, drawings, files and also conforms to industry standards, customer will be responsible for all sorting charges.

7: Disputes: If you as our customer have any dispute against ACC with regards to an order, if the dispute cannot be settled through negotiation, any such dispute must first be submitted to mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to litigation. In the event that any such mediation is unsuccessful, any litigation, proceeding or other legal action with respect to such dispute shall be brought exclusively in the district Court for DupageCounty, Illinois. As a condition of our work, Customer consents to and expressly submits to exclusive jurisdiction of such court and waives any claim of improper jurisdiction or lack of venue in connection with any dispute.

ACC reserves the right to change these Terms and Conditions at any time without prior notice. In the event that any changes are made, the revised Terms and Conditions shall be posted on this website immediately.

Date 04-25-2019