

Standard Terms and Conditions

Hello, and thank you for choosing Acutek US, Inc. (“AUI”) to be your supplier for CNC machined Aerospace, Defense, and Commercial parts! We strive hard to provide our clients with the best in quality machined parts, and to continue to do so, we have some guidelines that must be abided by. For your reference, below are our standard terms and conditions for working with Acutek US, Inc.

Quoting

1. Lead times in quotes are assumed durations for completion based on open capacity, they do not guarantee delivery dates. In order to receive an accurate timeline for delivery, awarded Purchase Orders (“PO”) must be placed with Acutek at a minimum of two (2) months prior to the start of the lead time, so that the PO can be properly scheduled into our ERP system.
2. When the client is supplying 3D printed parts, estimated lead times are based upon After Receipt of Material (AROM).
3. Quotations are valid for 15 calendar days only, from the date it was issued to the customer.
 - a. Depending on the situation or circumstances, validity may be extended at the will of AUI.
 - b. This requirement is to ensure that material and Outside Processes (“OSP”) quotes also remain valid.
4. Quotations become invalid if RFQ items and/or requirements are changed or modified after the issuance of the quotation, to include quantities, material types, drawing revision, required processes, etc.
5. AUI assumes no coverage for shipping. It is the client responsibility to provide either an account number for parcel delivery/freight transfer, or provide local pick-up, FOB AUI. AUI may be able to provide local deliveries, which must be requested in advance and approved by AUI.
6. All material is subject to availability, which may affect the pre-determined delivery dates and/or pricing. In the event on a delay, AUI will notify client of such so that scheduled delivery dates may be updated.
7. Expedite scheduling may be available, and is subject to an expedite fee, of which both are subject to change based upon the current shop capacity at the time of request/order.
8. When quotations are issued, they are assumed to be produce as a single lot, unless otherwise notated or requested. If the quantities are split up in the awarded PO, the following apply:
 - a. If quantities are split up, but all delivery dates fall within ninety (90) calendar days, AUI agrees to maintain the same pricing.
 - i. If separate lines are pushed out at the client’s request, extending the span of delivery dates beyond ninety (90) total calendar days, pricing will require an increase to accommodate the cost of invested finances and loss of revenue to AUI.
 - ii. If all lines are pushed out at the request of the client, AUI may agree to allow a total of ninety (90) days adjustment to all lines as long as the delivery dates all remain within a ninety (90) calendar day duration, at a maximum.
 - b. If quantities are split up in excess of a span of ninety (90) total calendar days, a new quotation will be required, with PO lines totaled in ninety (90) calendar batches. Any PO line quantity that does not fall within each ninety (90) calendar day period does not qualify for a quantity discount.
9. Any damage claim or chargeback cannot exceed 100% of individual unit cost per PO for each individual Non-Conformance/defective item.
10. PO cancellations are processed in accordance with AUI clause “AUCL-7.2.2-01 Customer PO Cancellation,” which is available upon request.
11. For all parts that require Pressure, Tensile, Single Shear, Double Shear or other destructive or non-destructive testing, AUI will not be held liable for any type of failure, as parts are made to the design of the customer’s Engineer, including selection of material and design of part. Regardless of success or failure, the customer is still responsible for either full or partial payment in accordance with AUCL-7.2.2-01.
12. Any addition of notes or comments included in the quotation will supersede the standard terms and conditions.

Manufacturing

1. AUI’s manufacturing and inspection methods and techniques are proprietary to AUI. At the request of the customer, AUI may choose to provide or deny such information at will.
2. AUI may choose to select their own outside processing vendors, unless the customer provides AUI with an approved vendor list or a specific selected vendor.
3. AUI is not responsible for any discrepancies from further fabrication and/or processing performed by customer after receipt of product(s).
4. AUI is not responsible for any discrepancies, rejections, or damages reported after parts have been received by customers’ freight company or receiving department.

Invoicing and Payment

1. For any new customer, the first and initial order must be paid in full at or before the time of delivery.
2. Subsequent orders will be due based upon agreed upon terms, whether NET 15, 30, or 60, not to exceed 60 days.
3. Past Due invoices in excess of 30 days are subject late fees of 2% of the total amount due, compounded monthly.
4. Past Due invoices in excess of 60 days will not only incur the monthly 2% compounded late fee, but all other ensuing shipments will be withheld until the past due invoice(s) have been paid in full.