



## **Customer Terms and Conditions**

The following terms and conditions apply to all Quotes and shall govern all orders for, and purchases of, products and services from KTK Thermal Technologies, Inc.

This offer may be accepted with an official purchase order (or other written confirmation) citing the Quotation number. By accepting this offer, the Buyer accepts these terms and conditions. These terms and conditions will supersede any customer terms regardless of customer's PO.

All orders are subject to acceptance by KTK Thermal Technologies, Inc.

### **TERMS:**

Quoted prices are good for 60 days and based on total quantity to be taken within 90 days, unless a Kanban or EAU Blanket Order is stated on RFQ. Minimum billing is \$500, total order with \$250 per line item.

### **PAYMENT:**

Payment terms shall be 1%/10 Net 30, U.S. Funds, F.O.B. our dock (Macedon, NY).

### **WARRANTY/PATENTS:**

All claims must be submitted within 30 days of receipt. All parts must be returned before credit will be issued.

The Customer shall defend, protect, indemnify, and hold harmless KTK Thermal Technologies, Inc. (KTK) and its officers, directors, agents, servants, employees, and independent contractors from and against any and all claims, demands, losses, damages, liabilities, settlement amounts, costs, or expenses whatsoever (including reasonable attorney fees, costs, and court fees) incurred by or asserted against KTK as a result of (I) the failure of the Customer to perform its obligations under this Agreement, (II) any and all claims based on any third party proprietary rights, including but not limited to trade secrets, patents, trademarks, trade dress, and copyright arising out of the manufacture, use of, offer for sale, or actual sale of the product, or resulting from infringement, or asserted or alleged infringement of any patent, trademark, trade dress, or copyright, or (III) any claim, action, or proceeding made or brought by a third party against KTK for injury to, or death of any person, or for damage to property to the extent caused by the Customers' negligence or willful misconduct.

KTK makes no warranty or representation that utilization of this product will not infringe the intellectual property rights, including but not limited to patents, trademarks, trade dress, or copyrights of third parties.

#### **DELIVERY/SHIPMENT:**

Delivery dates pertaining to all Orders will be set by KTK after receipt from the Buyer/Customer of an official Purchase Order or other written confirmation accepting this Quote. KTK makes no guarantees in respect of quoted lead time. Delivery dates are subject to change.

KTK shall not be liable for damages, for default or delay in production, or delivery for causes beyond its control, including an accident to, or breakdown of its equipment, embargoes, acts of God, supplier delays, government restrictions, or carrier delays. "Best commercial practice" packaging is standard. The Buyer/Customer shall bear the expense of all other packaging costs unless otherwise stated in the quote.

Extruded parts or materials with low volume requirements may require a minimum order amount or set-up charge, dependent on availability at time of order. KTK shipping tolerance is typically +5%/-0%.

#### **CANCELLATIONS:**

Orders may be cancelled, or deliveries deferred, only upon the condition that the Buyer/Customer assumes immediate liability and makes payment for all work completed and in process. Such charges shall include raw material, unamortized tooling, engineering, handling, overhead, and production costs. Such charges to be determined at time of cancellation or deferment.

KTK reserves the right to cancel a contract at any time without penalty if it cannot meet the requirements of the contract.

#### **ORDERS/ACKNOWLEDGEMENT:**

The following items are required at the time a Purchase Order is placed. Orders cannot be processed or acknowledged until these items are received by KTK:

- 1) A current revision drawing, and/or drawing package. Preferred pdf file format, saved directly from native file (not scanned).
- 2) The native solid model that the drawing(s) was created from, or a universal 3D model.
  - a. Acceptable model formats and file types are STEP (.step, .stp), IGES (.igs, .iges), Parasolid (.x\_t, .x\_b, .xmt), or SolidWorks (.sldprt, .sldasm). SolidWorks files are the preferred file format. If a 3D model is not available, 2D CAD files (.dwg, .dxf) can be used. Any other file format may not be accepted.

- 3) Any customer specific specifications, or component and/or subassembly drawings referenced on the customer drawing(s), or on the Purchase Order.

NOTE: The Buyer/Customer agrees to provide KTK with an original copy of all required specifications. If the buyer fails to provide a clear original copy of all specifications, or if they are not readily available, KTK will be void of responsibility for any product manufactured that does not meet the specifications.

The following also apply to orders received:

- 1) Revision levels listed on Purchase Orders must match the revision levels quoted. If the part and/or drawing revision differs from the quoted revision, KTK reserves the right to re-quote. There may also be a delay in acknowledgment, unless there has been prior consent with KTK Engineering.
- 2) Revision changes that occur during production may require re-quote, will incur extra charges, with a minimum of \$1000 and may delay delivery.
- 3) First Article Inspections and related documentation must be stated on the quote request (RFQ) and included in the Quote. FAI's requested by the Buyer/Customer or stated as requirement on the Purchase Order after quotation and not included in the Quote will incur extra charges and may delay delivery.

#### **KTK STANDARDS:**

Quotations are based on drawing(s) received from the Buyer at the time of quote. All exceptions to Customer drawings will be noted in "NOTES" section of Quote. If not specified on Customer drawing(s), the following KTK Manufacturing Standards will be used in production where applicable, unless otherwise stated and confirmed by KTK Engineering:

#### General Tolerances:

1-place decimal =  $\pm 0.030$ "

2-place decimal =  $\pm 0.010$ "

3-place decimal =  $\pm 0.005$ "

Fractional:  $\pm 1/64$ ", Angles:  $\pm 1^\circ$

#### Extrusion Tolerances:

Standard commercial extrusion tolerances apply to all dimensions per the Aluminum Association and the American National Standards (ANSI H35.2 & ASD)

KTK CNC Standards:

Surface Flatness: Machined Surfaces: .001"/inch  
Surface Finish: Machined Surfaces: 64-microinch or less  
Tool Transition Lines: .001" Maximum  
Perpendicularity: 90° angles, surface faces, centerlines, etc. shown at right angles shall be within  $\pm 0^{\circ}15'$  (.25°) of the intended 90° angle, or .0044"/inch maximum error.  
Parallelism: Surfaces shown in parallel relationship shall be parallel within .002"/inch of width or length, not to exceed dimensional tolerances between surfaces.

Fin Slotting:

Bonded / Aluminum Products	Slot Width = Fin Thickness +.008" to .020" Slot Depth = (1.5) x Fin Thickness +.010/-.000"
Soldered / Copper Products	Slot Width = Fin Thickness +.005" to .013" Slot Depth = Fin Thickness +.010/-.000"

KTK PRODUCTION STANDARDS:

Fin Length: Fins shall be .015" max. inset of each base edge for fins that are shown the full length of base. Fin slots shall be the full length of base unless otherwise specified. (Does not apply to extruded profiles)

Epoxy Fill: Epoxy coverage to be 1/8" maximum from base or fin edge with allowable voids no larger than  $\varnothing 1/16"$  for Bonded Fin products &  $\varnothing 1/16"$  for Bonded Tube products.

Thermally Conductive Epoxy: RoHS-compliant

Solder: RoHS Compliant

Cold plate Tubes: Seamless Copper Tubing per ASTM-B88. Tube wall thickness for exposed tube designs shall be Type K. Wall thickness for buried designs to be Type K or Type L.  
Tube Length =  $\pm .050"$

Tube Press: 1/8" minimum from critical surface edge. Epoxy backfilled gap 1/16" minimum from base edge

Pressure Test: Not to exceed 150psig

Customer/KTK Drawings: In the event that there is a discrepancy between a .pdf drawing and the solid model geometry, the solid model geometry will prevail. Any exception to this rule must be stated specifically by the Buyer or Customer in writing, if not already stated on drawing(s).