**COURTNEY INDUSTRIES LLC**
**TERMS AND CONDITIONS**
**Document No: CI-TC-001**
**Effective Date: 2-1-2025**
**Revision: A**
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**1. DEFINITIONS**

For the purpose of these Terms and Conditions, the following definitions apply:

(a) **"Buyer"** refers to **Courtney Industries LLC**, a business specializing in machining, heat treat, and electro-polish services for aerospace and defense industries.

(b) **"Seller"** refers to any legal entity supplying goods or services to **Courtney Industries LLC**.

(c) **"Order"** refers to the purchase order, subcontract, or contract issued by **Buyer**.

(d) **"Goods"** means all products, materials, and supplies specified in the **Order**.

(e) **"Services"** means any labor, consultation, engineering, or other performance under the **Order**.

(f) **"Applicable Law"** includes **federal, state, and local laws, regulations, and aerospace industry standards**, including **AS9100D** requirements.

**2. GENERAL CONDITIONS OF PURCHASE**

**2.1 Acceptance of the Order**

By accepting an **Order** from **Courtney Industries LLC**, **Seller** agrees to comply with these **Terms and Conditions**. Any deviation must be agreed upon in writing.

**2.2 Delivery and Performance**

(a) **Time is of the essence** for all deliveries. Failure to meet the delivery schedule may result in penalties or order cancellation. (b) **Seller** shall immediately notify **Buyer** of any anticipated delay and provide a revised delivery schedule. (c) **Late deliveries** may be subject to **liquidated damages of 1% per day up to 25% of the total order value**. (d) **All shipments must be accompanied by a packing slip** listing the **Order Number, Part Number, and Quantity**.

**2.3 Quality and Inspection**

(a) **Seller** shall maintain an **AS9100D-compliant Quality Management System**. (b) **Buyer** reserves the right to **inspect and reject nonconforming goods** at any stage of production. (c) **Nonconforming items** must be reported within **48 hours** of discovery and shall be replaced at **Seller’s expense**. (d) **Seller** shall provide **certificates of conformity (C of C), material certifications, and inspection reports** as required.

**3. WARRANTY AND LIABILITY**

**3.1 Warranty Period**

(a) **Seller warrants that all goods/services shall conform to the specifications, drawings, and industry standards** for a minimum period of **12 months from acceptance**. (b) **Seller agrees to repair, replace, or refund defective goods** at **no additional cost to Buyer**.

**3.2 Indemnification**

(a) **Seller shall indemnify Buyer against any damages, claims, or expenses arising from nonconforming goods/services**. (b) If **counterfeit or defective parts** are discovered, **Seller** shall reimburse **Buyer** for any investigation, replacement, or damages incurred.

**4. PRICING, PAYMENT, AND TAXES**

**4.1 Pricing**

(a) Prices in the **Order** are **firm, fixed, and non-adjustable** unless otherwise agreed in writing. (b) **Price changes require Buyer’s written approval.**

**4.2 Invoicing and Payment**

(a) **Invoices must reference the Order Number, Itemized Details, and Agreed Prices.** (b) **Payment terms are Net 60 days from receipt of an accurate invoice.** (c) **Buyer reserves the right to offset payments for any nonconforming goods or services.**

**4.3 Taxes and Duties**

(a) **Seller is responsible for all applicable taxes, duties, and fees unless otherwise specified.** (b) **Buyer shall provide exemption certificates when applicable.**

**5. INTELLECTUAL PROPERTY AND CONFIDENTIALITY**

**5.1 Ownership of Work Product**

(a) **All deliverables, designs, and processes developed under the Order shall be the exclusive property of Buyer.** (b) **Seller grants Buyer a non-exclusive, irrevocable license to use any Background Intellectual Property necessary for performance of the Order.**

**5.2 Confidentiality**

(a) **All information exchanged shall remain confidential and not disclosed to third parties without Buyer’s written consent.** (b) **Seller must return or destroy confidential information upon completion of the Order.**

**6. TERMINATION AND CANCELLATION**

**6.1 Termination for Convenience**

(a) **Buyer reserves the right to terminate any Order in whole or in part without liability, with reasonable notice.** (b) **Seller shall be compensated for accepted work performed up to the date of termination.**

**6.2 Termination for Default**

(a) **Buyer may cancel the Order if Seller fails to deliver conforming goods/services or violates terms.** (b) **Seller shall be liable for excess costs incurred due to nonperformance.**

**7. GOVERNING LAW AND DISPUTES**

**7.1 Governing Law**

(a) These **Terms and Conditions** shall be governed by and construed under the laws of the **State of [Your State]**, excluding conflict of law principles.

**7.2 Dispute Resolution**

(a) Any disputes shall be resolved through **negotiation, mediation, or arbitration** as agreed by both parties. (b) Litigation shall be pursued only if alternative dispute resolution fails.

**8. MISCELLANEOUS PROVISIONS**

**8.1 Compliance with Laws**

(a) **Seller shall comply with all applicable federal, state, and industry regulations, including ITAR, DFARS, and FAR requirements.**

**8.2 Ethical Conduct**

(a) **Seller shall comply with Buyer’s Code of Conduct and anti-corruption policies.**

**8.3 Entire Agreement**

(a) **These Terms and Conditions constitute the entire agreement and override any conflicting terms in other documents.**

**APPROVED BY:**
**Mike Courtney**
**Title: President**
**Date: 2-1-2025**

**END OF DOCUMENT**