



Terms and Conditions CNC Werks Inc.

Fee Schedule 2009

CNC Werks is a service business; therefore, we bill for our time. All work will be billed at our standard ½ hourly billing rates in effect at the time the work is performed.

- Our fee for maintenance, installation and repair services is \$40 per half hour for the technician. Our on-site minimum charge is one hour.
- If requested, our services maybe provided on a fixed-fee or retainer basis. Such arrangements are entered into in advance only by written agreement. Please contact our office if such an arrangement is desired. We have several prepackaged cost effective plans to choose from including discounted Annual Bulk Hour Plans and Monthly Service Plans.
- All work performed on weekends, and on holidays is considered overtime. Saturday overtime is billed at 150% of our standard rate, Sunday and holiday overtime is billed at 200% of our standard rate.

Costs, Trip Charges, & Disbursements

- In addition to our standard hourly rate, out-of pocket expenses and disbursements will be separately billed.
- Trip charges for on-site jobs are charged depending on the location of your facility ("Zone"). The "Zone" is calculated via postal zip code, visit [HTTP://www.CNCWerks.com/rates/rates.html](http://www.CNCWerks.com/rates/rates.html) for an up-to-date zipcode-rate list.
- Travel within a five mile radius from our offices will be charged a \$20 minimum.

Cancellation Fees

- We charge a cancellation fee if you cancel an appointment without advance notice. The cancellation fee applies (A) if an appointment is made the same day and is canceled within two hours of the scheduled time or (B) if an appointment is booked more than one day in advance and is canceled less than 24 hours in advance.
- Our cancellation fee is 50% of the on-site minimum.

Initial ____ (page 1 of 3)



Terms and Conditions CNC Werks Inc.

Billing Procedures & Payment of Fees

Payment for hardware and labor is due in full at the time of delivery by check. All labor will be billed to you upon completion of service or at least once a month and is payable upon receipt of invoice.

To qualify for NET30 terms, you must have a history of on-time payments for 3 consecutive months. NET30 payment terms are not automatically granted; please contact our offices to see if you qualify for a NET30 payment plan. If you fail to make a payment within thirty (30) days of the date of the invoice, we may charge you a late fee of 1.5% on the outstanding balance per month.

Termination of Services

Of course, you have the right to terminate our services at any time. We also have the right to terminate our working relationship with you at any time for any reason, including nonpayment of fees. You remain liable, even after termination, for any fees and costs incurred prior to our termination, whether the termination occurred at your request or ours.

Mediation & Arbitration

To provide more efficient and less expensive resolution to disputes, we mutually agree to try in good faith to resolve the dispute through mediation by selecting a third party to help us reach an agreement. If we are unable to resolve the dispute through mediation, you and CNC Werks Inc. agree to submit to binding arbitration in accordance with the rules of the American Arbitration Association. Such arbitration shall be binding and final on both parties, whether present at the arbitration hearing or not.

In agreeing to arbitration, we both acknowledge that each of us is giving up the right to have the dispute decided in a court of law before a judge or jury, and instead we are accepting the use of arbitration for resolution. The mediation and arbitration are to be held in Los Angeles County, California.

Applicable Law

The laws of the State of California shall govern these Terms of Service.

Initial ____ (page 2 of 3)



Terms and Conditions CNC Werks Inc.

Miscellaneous

These Terms of Service may be modified at any time by CNC Werks Inc. and you agree to those modifications. Please go to our website at <http://www.CNCWerks.com/Rates/tos.pdf> to view the latest version of the Terms of Service.

If either party chooses not to enforce any provision(s) of these Terms of Service, it shall not be construed as a waiver or limitation of that party's right to later enforce and compel strict compliance with every provision of these Terms of Service.

If any provision of this Agreement is held invalid or unenforceable for any reason, the remaining provisions continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

We look forward to a long and mutually rewarding relationship.

Respectfully submitted,

Oliver Gruetteman
President, CNC Werks Inc.

Acknowledged and agreed to by:

Company Name _____ Date _____

Authorized Representative Name _____ Title _____

Authorized Representative Signature _____

Initial ____ (page 3 of 3)