

Arnprior Rapid Manufacturing Solutions, Inc. (ARMSI)

QUOTATION STANDARD TERMS AND CONDITIONS

1. **Price and delivery terms in this Quotation are subject to change.** Any changes to price and delivery must be agreed upon by both parties when a new quotation is submitted.
2. **Pricing quoted is dependent on and subject to:**
 - a. Part quantity listed being ordered. Alternate quantities can be quoted upon request
 - b. ARMSI receiving electronic 3D CAD files and part prints with critical dimensions noted.
 - c. Added charges levied by any government taxing authority, all of which shall be paid by Buyer.
 - d. Present cost of materials. Buyer shall pay for any increase in cost of materials.
 - e. ARMSI has the right to require C.O.D., other security for payment, and/or to withhold delivery.
3. **Customer Supplied Material:** Adequate quantity of excess material shall be supplied to allow for machining. ARMSI shall not be liable to Buyer for any materials which ARMSI scraps in excess. Buyer hereby warrants that any raw or semi-finished materials shall be suitable for the operations intended to be performed by ARMSI. Material should be free of any defects. If any of these materials is found to be defective during processing, Buyer shall promptly deliver suitable replacements at no charge to ARMSI. Buyer shall pay ARMSI for all work performed to the time when the defect was discovered.
4. **Payment Terms:** Standard Net 30 unless other terms are agreed upon by both parties. All unpaid balances after 30 days shall be subject to a late charge of 1.5% per month. If Buyer defaults in payment, Buyer shall pay, in addition to damages, all of ARMSI costs of collection.
5. **Cancellation or Modification:** Buyer shall have no right to cancel, modify, or reschedule any order, or any part thereof, unless ARMSI and Buyer agree to such cancellation, modification or rescheduling. A cancellation charge may apply to an order for any incurred costs of labor and processed materials. Modifications to original scope or schedule shall be quoted and accepted prior to commencing with proposed changes. Any modification shall be construed as a request to renegotiate the agreement created by acceptance of this Quotation, without prejudice to ARMSI rights under this agreement.
6. **Subcontracting:** ARMSI reserves the right to sub-contract work with other qualified companies.
7. **Special Tooling and/or Fixtures:** Unless otherwise specified in this Quotation, any special tooling and/or fixtures developed by ARMSI to manufacture the goods covered by this Quotation shall remain ARMSI's property. Any special tooling and/or fixtures supplied by Buyer, or any special tooling and/or fixtures developed by ARMSI which is subject to Buyer property ownership, shall be maintained by ARMSI with reasonable care. Buyer shall assume all risk of loss or damage to this special tooling and/or fixtures which arises from any event. If Buyer does not claim any such special tooling and/or fixtures within two years after completion of ARMSI deliveries under this Quotation, then ARMSI shall have the right, following 30 days written notice to Buyer, to dispose of such special tooling and/or fixtures without liability.
8. **Special Packaging:** Items not expressly provided for in this Quotation shall be subject to additional charges by ARMSI
9. **Order Acceptance:** Buyer will have been deemed accepting the order unless:
 - a. Any disagreement with count of goods shipped should be conveyed to ARMSI in writing within ten days after the goods have been delivered.
 - b. Any claim of nonconformance within 30 days after delivery.
 - c. Upon providing such notice, Buyer will await instructions, and unless otherwise agreed to in writing by ARMSI, Buyer assumes the full risk and expense of returning goods to ARMSI. ARMSI agrees to repair or replace nonconforming goods or allow a credit for nonconforming goods, at its option, and this shall be the sole limit of liability with respect to nonconforming goods.
10. **Indemnification:** The Buyer shall indemnify, defend, and hold ARMSI harmless from and against any and all damages, claims of patent infringement, trade secret misappropriation, expenses, liabilities and losses of any kind whatsoever, including without limitation, attorney's fees arising in connection with the Buyers use of product supplies and claims made by any third parties related to such use. The Buyer accepts the maximum liability of ARMSI for any cause, is the price within the quotation.
11. **Loss/Damage/Delay:** ARMSI shall not be liable for loss, damage, or delays in performance or for non-performance due to war, riot, fire, flood, terrorism, labor trouble, unavailability of materials or components, explosion, accident, or other unforeseen circumstances or causes beyond ARMSI control. This risk of loss or damage from any cause, relating to the goods covered by this Quotation, shall pass to the Buyer upon delivery of the goods to Buyer or Buyer's carrier. If such loss or damage occurs, Buyer shall pay ARMSI the full contracted amount.
12. **Warranty Limitations:** ARMSI hereby warrants the goods sold to Buyer under this Quotation to be free from defects in workmanship under normal use, for a period not exceeding one year from the date of delivery of the goods. These goods must not be considered to be prototype or development in nature. ARMSI obligation under this warranty shall be limited to the repair or replacement, at ARMSI option, of any goods, which following an inspection by ARMSI, may prove defective in workmanship under normal use within one year of the date of delivery. ARMSI EXPRESSLY DISCLAIMS ANY WARRANTY FOR ANY COMMERCIAL HARDWARE OR COMPONENTS INCLUDED IN THE GOODS SOLD HEREUNDER. UNLESS OTHERWISE EXPRESSLY STATED IN THIS QUOTATION, ARMSI HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT THE GOODS ARE FIT FOR ANY PARTICULAR PURPOSE AND THE WARRANTY OF MERCHANTABILITY.
13. **Amendment:** The agreement created by your acceptance of this Quotation may not thereafter be modified orally, but only in writing, signed by both parties. Buyer shall not assign or transfer or purport to assign or transfer this Agreement. This Agreement shall be binding upon and shall insure to the benefit of the parties and their respective successors and assigns. This Quotation, and the agreement arising from it, shall be construed in accordance with the laws of the State of New York.