



## Triad Plastic Technologies –Terms and Conditions

The following are the standard terms and conditions of all orders with Triad Plastic Technologies, hereinafter referred to as Seller. Unless special terms are negotiated and documented in the quotation or Triad Plastic Technologies' order confirmation these conditions apply and shall apply to this and all future orders from customer.

- 1) **CONFIRMATION OF ORDER.** Customer order will be deemed to be accepted when it has been confirmed and accepted in writing or via email by Seller. Quotation(s) are subject to change or withdrawal at any time prior to final acceptance of Customer order as herein provided. Pricing is based on industry normative tolerances of +/- .005in/in when customer does not provide dimensional documents at time of quote. Quoted price breaks are applicable to volumes scheduled by Customer for shipment within 30 days. Mold prices are quoted on part drawings only, or to Customer supplied solid model file, and are subject to review and confirmation after receipt of the approved final mold design. When Customer order, irrespective of its date, contains any written, printed or stamped provisions conflicting with the written, printed or stamped provisions of Seller quotation, the terms and conditions of Seller quotation shall prevail. No stipulation, representations, agreements or understanding shall be valid except with Seller's written consent.
- 2) **TAXES.** Seller quoted prices or estimates shall be subject to the addition thereto of all present or future duties, use, sales, excise, business or manufacturing taxes that may be properly chargeable to the manufacture of goods described in Seller's quotation and confirmed order.
- 3) **CHANGES OR CANCELLATION.** Customer orders accepted by Seller are not subject to cancellation, change, and reduction in amount or suspension of shipment except with Seller's written consent. All changes in specifications after any order has been started are subject to charge for the costs of any extra labor, materials, and administration involved. Clerical errors in Seller quotation or confirmation of the order are subject to correction.
- 4) **CUSTOMER SUPPLIED MATERIALS.** Customer may elect to supply certain materials/components to Seller for use in Customer's products. Customer assumes full responsibility for use of these materials/components, and any additional labor required due to defective or substandard materials/components. Raw materials are subject to attrition loss during normal process and startup operations. Any abnormal losses that occur will be communicated with customer promptly as identified.
- 5) **SHIPMENT AND QUANTITIES.** All product shipments shall be F.O.B. Seller facility of manufacture. Customer agrees to accept over-run and under-run quantities not exceeding 10%. If for any reason Customer declines to receive ordered shipments when tendered by Seller, the balance of the price agreement shall at once become due and payable. The quoted shipment date is the best estimate possible based on anticipated production loads and material availability.
- 6) **PAYMENT AND CREDIT TERMS.** Customer agrees to make prompt payment of any invoice due in accordance to Seller's agreement. A finance charge of 1 1/2% per month will be added to all invoices not paid within specified terms. Invoice terms are included in Seller's quotation, subject to approval of Customer credit. Seller reserves the right to modify, change or withdraw credit terms at any time and to request guarantee, security for the amount of credit involved or payment in advance. If Customer shall fail to fulfill the terms of payment under any contract, Seller may cancel the contract(s), or defer further shipments, until payment shall have been made. Customer will not assign this agreement or any of the rights hereunder. In the event Customer fails or neglects to comply with any of the terms, covenants, conditions of this agreement, or to make any of the several payments herein provided for when due, or shall become financially insolvent or bankrupt, Seller or Seller's assignee at either option and without notice to Customer, may declare all of Customer's rights hereunder terminated, and without previous notice and with or without legal process may retain possession of tooling and materials property in Seller's possession (hereby pledged by Customer as security for the contractual obligations) and hold the same discharged from any further liabilities under this agreement. Customer hereby waives all claim for damages growing out of retention. Customer hereby agrees to pay any and all expenses incurred in retaining, storing handling and relocating said property and in enforcing any other right hereunder, including a reasonable attorney's fee.
- 7) **LIABILITY:** Seller's liability resulting from any defective component part, mold or other product made by Seller pursuant to Customer order is expressly limited to the contract price of said product.
- 8) **PATENTS-COPYRIGHTS.** Customer warrants that there are no patents and/or copyrights to interfere with Seller's manufacture of the products herein specified and Customer agrees to hold Seller harmless and to indemnify Seller against any and all damages, costs and attorney's fees resulting from any suits that may be instituted by any person claiming infringement.
- 9) **INDEMNIFICATION:** Customer shall indemnify, defend, and hold Seller and Seller's affiliates shareholders, directors, officers, employees, contractors, agents and other representatives harmless from all demands, claims actions causes of action proceedings, suits, assessments, losses, damages, liabilities, settlements, judgments, fines, penalties, interest, costs and expenses incurred (including fees and disbursements of counsel) of every kind (i) based upon personal injury or death or injury to property to the extent any of the foregoing is proximately caused either by a defective product (including strict liability in tort) or by the negligent or willful acts or omissions of Customer or its officers, employees, subcontractors or agents, (ii) based on any breach of this agreement and/or (iii) arising from or relating to any actual or alleged infringement or misappropriation of any patent, trademark, copyright, trade secret or any actual or alleged violation of any other intellectual property rights arising from or in connection with the products, except to the extent that such infringement exists as a result of Seller's manufacturing processes.

- 10) **PRODUCT COMPLIANCE, AND RETURNED GOODS.** Seller produces goods in accordance with ISO 9001 unless otherwise agreed by both parties. Seller agrees to ship parts in compliance with Customer provided drawings and applicable deviation requests mutually agreed upon and accepted prior to the time of manufacture. Parts that are within tolerances and conform to the quality documentation provided by Customer are thereby deemed acceptable to both parties. If Customer claims delivery of material is not as ordered, Customer must notify Seller within fifteen (15) days of receipt of shipments. Seller's liability for returned goods is limited to the purchase price of the goods found defective.
- 11) **REWORKING, SPECIAL TOOLS, ETC.** Seller will not be responsible for any reworking of dies, engraving, molds, etc. performed outside Seller's facilities by or at Customer's initiative. Seller will not accept any back charges for work done by Customer unless authorized in writing by Seller. Unless otherwise agreed, any special gauges or fixtures required for manufacture of Customer order are to be supplied by and at Customer expense.
- 12) **PATTERNS AND FILES.** Patterns supplied by Customer will be returned on completion of the mold and may not be reusable. Designs and/or files created by Seller are and remain Seller property. EDM electrodes, NC programs or CAD/CAM data and other manufacturing processes are and remain Seller property.
- 13) **DATA FILES.** Customer guarantees that any CAD/CAM data files provided to Seller are exact representations of the drawings also supplied, and Customer is responsible for any errors caused by an error in such data file. In the event no drawings are supplied with the data files Customer guarantees the accuracy of the information. Customer is responsible for any additional costs incurred that result from the use of erroneous data.
- 14) **SELLER RESPONSIBILITY.** Seller's responsibility for all molds manufactured pursuant to Seller's agreement with Customer is limited to the furnishing of suitable materials and conformance to the drawings, designs and specifications furnished by Customer for purposes of manufacture. Unless specified in Seller's order confirmation, dimensional layout of parts or components is not included in the mold price and if requested after mold construction has started, these charges will be quoted separately. The mold will be considered as approved by Customer unless written notice to the contrary is made by Customer within ten (10) days of receipt of the mold and/or sample parts. Seller's engineering unit, when requested and/or contracted will serve customers in submitting suggestions for optimizing part designs and construction of molds. Seller will not assume responsibility or liability for the practicability of these designs, suggestions or recommendations if adopted by Customer and shall further assume no responsibility for the practicality of Customer drawings, designs or specifications.
- 15) **FORCE MAJEURE.** Neither party shall be responsible for any failure to perform due to a Force Majeure Event provided that such party gives notice to the other party of the Force Majeure Event as soon as reasonably practicable, specifying the nature and particulars thereof and the expected duration thereof. A "Force Majeure Event" shall mean the occurrence of unforeseen circumstances beyond a party's control and without such party's negligence or intentional misconduct including but not limited to, any act by any governmental authority, act of war, natural disaster, strike, boycott, embargo, shortage supplier delay in delivering material to Triad Plastic Technologies, riot, lockout, labor dispute, pandemic, localized epidemic or civil commotion. If any contingency occurs, Seller reserves the right to allocate production and shipments among Seller customers.
- 16) **APPLICABLE LAW AND FORUM.** This agreement shall be governed by and construed in accordance with the laws of the State of Nevada in a court of record in Washoe County, Nevada without regard to principles of conflict law.
- 17) **TERMINATION OF BUSINESS RELATIONSHIP.** In the event that the relationship is terminated for any reason, Customer agrees to pay all outstanding invoices before removal of Customer owned property. If Customer desires to remove molds or any other tooling, Seller will expedite removal, with all deliberate speed, preparing and packing molds and any other Customer property for shipment in accordance with industry standards. Shipping preparation, mold preparation, and crating/ skidding costs are the responsibility of the Customer. Customer also agrees to purchase all finished products, processed parts, materials, colorants, packaging and any other items purchased by Seller specifically for Customer's products. Customer is not obligated to purchase re-grind from processed parts.

## Customer Authorized Representative

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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Approved By: Approval on File