



ADDMAN TERMS AND CONDITIONS

Updated January 1st, 2024

www.addmangroup.com/terms-and-conditions

TERMS

BUYER – Company issuing Purchase Order

SELLER – Any of ADDMAN INTERMEDIATE HOLDINGS locations

ORDERS

All BUYER Purchase Orders will be reviewed by SELLER upon receipt. Once the Purchase Order has been reviewed, SELLER will send a Purchase Order acknowledgment accepting, modifying, or rejecting the Purchase Order.

SELLER represents and warrants that all Product(s) delivered, and Service(s) performed hereunder shall be free from defects, shall be of good materials and workmanship, and shall conform to all requirements of this Purchase Order.

After acceptance of the Purchase Order, or at any time during the performance of the Order, if SELLER identifies any issues affecting the fulfillment of the order, SELLER will contact BUYER to resolve such discrepancies in good faith.

It is the responsibility of the BUYER to ensure that all part documents are provided at the correct revision as stated on the Purchase Order.

Purchase Order changes received after the initial acceptance will be charged a Change Fee of \$500.00.

Termination for convenience or for basis by either the SELLER or BUYER must be agreed upon in writing and specify the effective date and extent of termination. In addition, all expenses incurred by SELLER in the execution of the Purchase Order prior to the agreed-upon termination date will be the responsibility of the BUYER. SELLER to invoice BUYER and BUYER to pay said expenses.

ADDITIVE PARTS

SELLER reserves the option to cut and bond parts at our discretion and to select the build orientation if supplied documents do not specify one.

3DP tolerances are +/- .015in first inch or .003in per inch whichever is greater.

Features measuring less than .030in are not guaranteed to build.

ADDITIONAL EXPENSES (if applicable)

Tooling prices do not contain shipping costs. Shipping charges will be invoiced to the Customer as a separate line item.

Molded Part Molds: All aluminum molds have a maximum shot life of 10,000 shots. All non-aluminum molds past shot life cannot be guaranteed after 10 years or 1,000,000 shots, whichever occurs first, and will be subject to an NRE cost outside of typical preventative maintenance or minor repairs.

LEAD TIME

Lead time will be confirmed upon receipt of Purchase Order. SELLER reserves the right to negotiate adjusted delivery commitment dates and schedules based on any P.O. changes and/or market conditions impacting the supply chain.



SHIPPING

SELLER to ship completed parts to the address designated by the BUYER in the Purchase Order or to an agreed-upon destination. Delivery of goods to said location will constitute delivery to BUYER and BUYER shall assume title and risk.

Parts will be shipped FOB Shipping Point/Origin unless otherwise stated on Purchase Order. All shipping charges will be charged to BUYER's shipper account or added to invoice.

PAYMENTS

Payment Terms are Net 30 unless superseded by the terms of the agreed upon Purchase Order. Customer is responsible for all applicable taxes. A service charge of 1-1/2% per month will apply to all past-due balances. Customer is invoiced when parts ship.

International shipping from SELLER is through a third party. Delivery terms ExWorks. All invoices on international shipments shall be paid in U.S. Dollars via wire transfer or credit card. Wire Transfer instructions will be provided at the time of invoicing.

Credit Card payments will be charged a 3.5% processing fee.

All manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or charge of any nature whatsoever, imposed on any item in the agreed upon Purchase Order will be invoiced by the SELLER to the BUYER for BUYER to pay.

BUYER shall provide at the time of order all tax exemption certificates or other documents acceptable to the imposing tax authority. Tax will be collected on Invoices unless a Tax-exempt Certificate is on file.

SHIP IN PLACE

SELLER will invoice BUYER for products as of the date they are ready for shipment to the BUYER. BUYER agrees to pay the invoice according to the terms outlined in the Purchase Order. Title and risk of loss pass to BUYER upon invoice. Products will remain at SELLER's premises until BUYER fulfills account credit obligations or completes BUYER's requested requirements. SELLER will store the products until BUYER fulfills account credit obligations or completes BUYER's requested requirements. A storage fee applies if products are not shipped within 14 Calendar Days of invoice. BUYER is responsible for securing insurance coverage for the products from the date of the invoice. SELLER is not liable for any damage or loss to the product once the risk of loss has been transferred to the customer.

WARRANTY

SELLER warrants to BUYER that goods manufactured by SELLER will, when delivered, conform to the written specifications outlined in BUYER's Purchase Order and shall be free from defects in materials and workmanship. Upon receipt and receiving inspection should BUYER discover a non-conforming delivered part, BUYER shall promptly notify SELLER and SELLER shall, at SELLER's option, repair or replace the item or refund its purchase price.

SELLER to provide BUYER instructions for the disposition of defective goods and any transportation charges involved shall be for SELLER's account.

SELLER is not responsible for the functionality or design of individual parts and manufactures parts based on drawings, models, and supporting documents provided by the BUYER at time of order.



GENERAL

No understanding, promise, or representation, and no waiver, alteration, or modification of any of the provisions hereof, shall be binding upon SELLER unless agreed upon in writing and signed by an authorized representative of both the SELLER and BUYER.

BUYER agrees to indemnify and save harmless SELLER, its successors, and assigns, against all damages, expenses, claims, demands, actions, suits, and proceedings for actual or alleged infringement of any patent, copyright, or trademark by reason of the sale, use or incorporation into manufactured products, of the good furnished.

INTELLECTUAL PROPERTY

Ownership of Pre-Existing IP: SELLER retains all rights, title, and interest in any intellectual property owned by SELLER prior to the execution of this Purchase Order, including but not limited to inventions, technology, designs, works of authorship, mask works, technical information, computer software, and business information ("Pre-Existing IP"). BUYER acknowledges that any use of Pre-Existing IP is subject to a non-exclusive, non-transferable license, limited to the purposes of this Purchase Order.

Ownership of Purchase Order-Specific IP: Any intellectual property developed specifically for and deliverable under this Purchase Order, which does not incorporate SELLER's Pre-Existing IP, will be the property of BUYER. SELLER agrees to assign such rights to BUYER and assist in any necessary documentation at BUYER's expense.

General New IP and Manufacturing Know-How: Any new intellectual property and manufacturing know-how developed by SELLER in the performance of this Purchase Order that is not specifically created for or derived from the BUYER's requirements, including but not limited to innovations, general-purpose technology, processes, tools, techniques, and methodologies, shall remain the sole property of SELLER. This includes any advancements or improvements to SELLER's manufacturing processes, even if such advancements or improvements were developed in the course of fulfilling this Purchase Order. SELLER retains all rights to use, disclose, and license such general new IP and manufacturing know-how at its discretion.

Mutual Cooperation: Both parties agree to notify each other promptly of any potential IP issues and cooperate in good faith to resolve such issues, including executing any necessary documentation to protect each party's IP rights.

Additional Location Specific Terms and Conditions can be found at
www.addmangroup.com/addman-supplier-information/