

TERMS AND CONDITIONS OF SALE

Unless otherwise specified on a quote, or other written document, the following terms and conditions apply to all sales.

- 1) The client explicitly waives its own standard terms and conditions, even if these were drawn up after these standard terms and conditions of sale. In order to be valid, any derogation must be expressly agreed to in advance in writing.
- 2) Prices are NET US\$. No sales or other taxes are included.
- 3) Our invoices are payable within timeframe indicated on either the invoice or the order. In the event of non-payment by the due date, Marsden Technologies, Inc. reserves the right to request a fixed interest payment amounting to 10% of the sum remaining due. Marsden Technologies, Inc. will be authorized to suspend any provision of services without prior warning in the event of late payment.
- 4) Due to the volatility of raw material costs, quoted prices are good for 5 days from date quoted.
- 5) For orders requiring a down payment, the order will not be processed, or work performed, until the down payment is received.
- 6) The specified delivery is based on our current workload and material availability at the time the quote was provided. If an order is not promptly placed, check for new delivery.
- 7) Quoted prices apply to the lot shipment quantity specified in the quote.
- 8) Unless otherwise specified, parts are quoted complete per print or per RFQ instructions.
- 9) All NRE items remain the property of MTI.
- 10) Work performed upon customer furnished material will be on a "best effort basis". MTI is not responsible for the value of this material, nor the cost of replacement material, should the material arrive or become unusable for any reason. A list of material stock sizes must be provided for approval from MTI when an order is placed, or MTI will provide a material list.
- 11) Quoted price and delivery is dependent upon receipt of legible drawings, parts lists, and any applicable specifications and quality documents necessary for the manufacture of your parts, as well as solid models (with the following order of preference: Solidworks .sldprt, STEP, IGES, , .X_T Parasolid) at the time of order placement.
- 12) Marsden Technologies, Inc. undertakes to do its best to supply performant services in due time in accordance with the agreed timeframes. However, none of its obligations can be considered as being an obligation to achieve results.
- 13) Marsden Technologies, Inc. cannot under any circumstances, be required by the client to appear as a third party in the context of any claim for damages filed against the client by an end consumer.

Express Condition: All orders are expressly limited to the terms and conditions herein.

Last Revised 03/13/2023