

Braneva Precision, Ltd.  
Terms and Conditions

The following Terms and Conditions shall apply to all sales and transactions by Braneva Precision, Ltd., its members, directors, employees and agents, ("Seller") for manufacturing services of parts, components, products and/or sale of equipment, machinery, materials, consumables or goods ("Services") for an individual, corporation, partnership, Limited Liability Company or other entity as the purchaser ("Customer"). The following Terms and Conditions shall exclusively govern the Services and no other understanding, agreement, term or condition shall be binding on Seller. Any provisions, written or otherwise, contained in any purchase order, sales order, quote or other proposal which is inconsistent with or in addition to the Terms and Conditions herein shall have no force or effect.

1. **Quotes** are offered for acceptance within thirty (30) days or for the period of time specifically stated in the quote. Prices are subject to change without notice and are FOB Seller's Shop. If quote specifies parts will be supplied by Customer on which Seller is to perform Services, said parts must be of suitable quality and within the tolerances of the prints/drawings on which the quote was based. When the quote specifies material is to be furnished by Customer, ample allowance must be made for reasonable yield and the material must be of suitable quality for efficient production. If Customer furnishes tooling, fixtures, materials and/or parts to be used by Seller to perform its Services which are not of the quality generally acceptable to Seller, Seller may alter or modify its quoted price to Customer. Customer is solely responsible for supplying accurate part drawings.
2. **Terms** of payment are Net Thirty (30) days from the date of the invoice, subject to credit approval by Seller. Past due accounts shall bear interest at the rate of one and one-half percent (1.5%) per month or the lawful maximum, whichever is less. Customer shall notify Seller of any invoice discrepancies within ten (10) days of receipt and agrees to pay all amounts not in dispute within the terms specified herein. Customer may not set off against sums otherwise due alleging penalty, liquidated damages, cost of changes in the work or delay due to recovery of charges to or from others.
3. **Default** - Non-payment within the terms specified herein will be considered a material breach and, with reservation of all other rights and remedies, permit Seller to suspend all Services. Seller maintains the right to stop work and withhold Services without liability for actual, special, consequential or other damages if payment is not received as stipulated. If, in Seller's sole judgment, the financial condition of Customer does not justify continuation of production or shipment within the terms specified herein, Seller may reject and/or cancel orders from Customer and/or require payment for Services in advance. In the event of non-payment and action is needed to collect an unpaid balance, Seller maintains the right to employ legal and/or collection services to obtain full payment and Customer agrees to pay all of Seller's attorney fees and costs without consideration to the amount.
4. **Fees** and other charges provided for in the quote, proposal, purchase order, sales order and/or invoice do not include any federal, state, local or municipal taxes, including sales, use, value added, gross receipts or other similar taxes, payment of which will be the sole responsibility of Customer. Any exemption or resale certificate acceptable to the taxing authority should be furnished to Seller. If an exemption certificate previously accepted by Seller is not recognized by the taxing authority involved, Customer agrees to pay Seller the amount of the tax, all penalties and interest along with any expenses, including legal expenses.

5. **Freight** damage and risk of loss shall be borne by Customer upon Seller's tender of Services to the carrier for transportation regardless of FOB designation. Seller reserves the right to select the means of transportation, routing, and shipments of any quantity without charge to Seller. Delivery of quantity orders of plus or minus ten percent (10%) shall constitute fulfillment of the order.
6. **Force Majeure** - Seller shall not be liable to Customer or Customer's customers or users and shall have the right to suspend its performance hereunder in the event of war, riot, fire, flood, blizzard, acts of God, court order, strikes or other labor difficulties, acts of government or military authority, wreckage, delay in transportation or other causes beyond the control of Seller.
7. **Loss** or damage to Customer's furnished tools and/or materials caused by fire, flood, theft or other casualty while such items are in the possession of Seller, shall be the sole and exclusive responsibility of Customer. Seller shall be relieved from any and all liability for such loss of said furnished tools, patterns and/or materials.
8. **Documents**, including all drawings, designs, reports, specifications, technical information and CADD outputs such as floppy disks, files, hard copy and software mediums are considered to be Confidential Information and Instruments for Services. Any tooling and/or fixtures designed, created, manufactured and/or used by Seller are also considered Confidential Information and Instruments for Services. Said Confidential Information and Instruments for Services remain the sole and exclusive property of Seller. Customer shall not use or permit the use of any Confidential Information or Instruments for Services in competition with Seller and shall not publish, disclose, communicate, reveal or otherwise divulge any such information. This provision shall supplement any other confidentiality agreement between the parties.
9. **Customer Representations and Warranties** to Seller (1) it has full authority and legal right to execute, deliver and contract the Services of Seller; (2) such action will not contravene any applicable law, regulation, judgment or organizational document of Customer; (3) will not contravene or constitute a default under any agreement to which Customer is a party or by which Customer or its assets may be bound or affected; (4) any financial information provided by Customer, including Customer's name and place of business, to Seller is complete and correct for the purposes and periods covered thereby.
10. **Contracting** - Seller is and shall perform its Services as an independent contractor and not as the Customer's agent, partner or as a joint venture. Seller reserves the right to subcontract any or all of the Services. Should Seller supervise or review work prepared or performed by other individuals or firms employed by Customer, it shall not relieve those individuals or firms of complete responsibility for the adequacy of their work, employment benefits or taxes related thereto.
11. **LIMITATION OF LIABILITY**  
SELLER'S LIABILITY FOR ANY LOSS, DAMAGE, COST OR EXPENSE CAUSED BY ANY MATTER WHATSOEVER, INCLUDING BREACH OF CONTRACT, EXPRESS OR IMPLIED, BREACH OF WARRANTY, EXPRESS OR IMPLIED, PRODUCT LIABILITY, STRICT LIABILITY, DEFECTS IN THE EQUIPMENT, CONTRIBUTION, INDEMNIFICATION OR SELLER'S ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE, SHALL BE LIMITED UNDER ALL SUCH CIRCUMSTANCES TO THE SUM OF ONE THOUSAND (\$1,000) DOLLARS.

## 12. INDEMNIFICATION

Customer shall indemnify, defend and hold Seller, its members, directors, employees and agents harmless from any and all demands, claims actions, losses, damages, liabilities, costs and expenses (including counsel fees) arising out of or from (1) actual or alleged personal injury (including death) and/or damage or destruction to property (including loss of use) by whomsoever, including third party claims. (2) Any negligence or willful misconduct by Customer, Customer's agents or subcontractors. (3) Customer breach of any warranties or other obligations hereunder. (4) Claims as a result of or in connection with pre-existing condition(s) unknown to Seller prior to the date hereof and not addressed in the scope of Services being contracted. (5) Customer's non-compliance with federal, state or local laws or regulations, including without limitation, applicable intellectual property, environmental laws, recalls, actual or alleged infringement of any patents, trademarks, copyrights or other proprietary rights afforded by the U.S. or any foreign country.

## 13. LIMITED WARRANTY

Subject to the terms of this paragraph, Seller warrants to Customer the Services shall conform to the material specifications and drawings approved by Customer. If Customer notifies Seller within one (1) month of the date of delivery ("Warranty Period") of such Services to Customer hereunder and returns the parts to Seller at Customer's sole expense, Seller shall, upon its confirmation that such defect exists and, at its sole option, repair or replace any nonconformity by suitable repair or replacement FOB Seller's Shop or by refunding the original purchase price. The Warranty Period for the replaced or repaired Services shall extend after the date of repair or replacement for a time equal to the original Warranty Period. If Customer does not notify Seller of such defects, whether patent or latent, within the Warranty Period, Seller shall have no further liability or obligation to Customer therefor. In no event shall Seller's liability under this Limited Warranty exceed the original purchase price of the Services, which are the subject of a proper notice of defects. Customer's sole remedy against Seller for breach of warranty shall be the repair or replacement of the defective material or workmanship at the Seller's sole option, without charge (except for labor costs), FOB at Seller's shop. Notwithstanding any provisions of this limited warranty, Seller shall not be responsible for equipment or parts that have been subject to misuse, neglect, improper alteration or accident. No other representation, expressed or implied, or warranty, including without limitation, implied warranties of accuracy, completeness, merchantability or fitness for a particular purpose is included or intended herein or in any proposal, report, opinion, document or otherwise. THE WARRANTIES FURNISHED BY SELLER, AS EXPRESSLY INCLUDED HEREIN, CONSTITUTE SELLER'S SOLE OBLIGATION HEREUNDER AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. Repairs or alterations not authorized, in writing, by Seller, and any parts furnished by Seller but later manufactured or modified by others shall void this warranty.

14. **Entire Agreement.** These Terms and Conditions represent the entire agreement and understanding between the parties and shall be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania. These conditions are separate and several. If any are found to be illegal or unconstitutional, the remaining portions shall continue in full force and effect. No subsequent addition, modification or waiver of any provision shall be binding on either party unless made in writing and executed by a duly authorized agent of Seller. Clerical and stenographic errors are subject to correction. The parties hereby irrevocably submit to the jurisdiction and venue of the appropriate court of Bucks County, Pennsylvania in any action or proceeding arising out of or related to Services or these Terms and Conditions.