

By accepting a quote for service from Advanced Design Concepts, referred to as ADC; customer agrees to ADC's terms and conditions including, but not limited to:

PAYMENT TERMS

Net 30 days from date of invoice for all accredited customers. All purchases are subject to ADC's Terms and Conditions of Sale, as described below and in our invoice. No other terms and conditions apply to any purchase order. All prices are in U.S. dollars. Advance payments do not pay interest. Any taxes imposed by a governmental authority shall be paid by customer unless tax-exempt status documentation is provided to ADC. We reserve the right to subject orders to credit approval. We may at any time alter or suspend credit, refuse shipment or cancel unfilled orders when in our opinion the financial condition of the customer or the status of his account warrants it, or the customer is delinquent in payment. Any unpaid account for invoiced parts or mold work shall constitute a lien on any molds, tools or piece parts in our possession.

RETURNS

All returns require a Return Material Authorization (RMA) number. Please call ADC at 262-523-1010 ext.201 to obtain an RMA number prior to returning any product. ADC requires defective parts or materials to be returned within 30 days from the invoice date for full credit. See "defects" segment of ADC's Terms & Conditions.

CANCELLATION

Customers may not cancel orders after customer has authorized commencement to manufacture or for which specified raw materials have been procured. ADC reserves the right to cancel or suspend any orders at any time due to customers' credit standing, violation of terms of payment or terms of condition of sales or causes beyond ADC's reasonable control.

DISCLAIMER

No representative of ADC is authorized to make warranties, or representations beyond written quotations or order confirmations, without exchange of letters signed by the customer and an officer of ADC. Material certifications & inspections available, but at an additional charge. For manufactured parts, a variation of ten percent (10%) or less in the quantity ordered shall constitute acceptable delivery and result in a slight increase or decrease in cost. The customer shall hold ADC harmless against any expense resulting from infringement of patents or trademarks arising from compliance with customer's design specifications or customer's instruction.

AGREEMENT

This document is an offer by ADC to sell the products and/or services described herein and are expressly conditioned upon Customer's assent to these terms and conditions. By accepting this offer, customer agrees to and accepts all these terms and conditions; any additional or different terms and conditions contained in any document sent by the Customer to ADC shall be of no effect. By accepting any goods or services produced hereunder, Customer specifically waives any additional or different terms and conditions.

SHIPMENTS

ADC ships via UPS Ground Shipping unless other shipping arrangements have been pre-arranged by the customer. Please indicate if part should be returned when each quote is approved. If not specified, parts are stored for a period of 90 days from the project invoice date, then recycled or discarded. Customer is responsible for return shipping costs, which are not included in original quote cost. Shipping cost will be added to invoice unless a personalized shipping account number is provided. ADC will return parts in the same packaging that they were received whenever possible.

REVERSE ENGINEERING (SCANNING / 3D DIGITIZING / INSPECTION)

Reverse engineering projects may involve coating of part(s) to optimize scanning surface. A removable white primer paint/talc (Magnaflex SKD-S2 Developer) is generally applied to parts prior to scanning. Unless otherwise disclosed, ADC expects parts to arrive *ready* for inspection. *Ready* means free of dirt, grease, or oil. Failure to provide clean parts may result in a delay or extra costs or both.

RAPID PROTOTYPING (RP)

All parts generated by the Connex 350 3D Printer are perceived to be for conceptual use, and not in a production environment. ADC is not responsible for part failure due to any use beyond the previously described intention. Material spec sheets are available upon request, or can be found at www.stratasys.com

PLASTIC INJECTION MOLDING

A \$25.00 handling fee will be added to orders under \$40.00. Shipping and handling charges are extra and not included in determining a minimum order. Quoted prices are valid for uninterrupted mold runs of a single color in a specified material for the amount of each individual order accepted. Small runs are subject to a set-up fee as specified on the quote. Prices for portions of any order undelivered after 30 days of shipping the first portion are subject to change by the amount of our costs as affected by Federal, State or local legislation, increases in the cost of materials, basic labor rates, and freight rates. Orders are not subject to cancellation, change, reduction in amount or suspension of deliveries except with our consent and upon terms which indemnify us against loss. In absence of instructions to the contrary, we reserve the right to run blanket orders in their entirety and at our convenience, holding complete parts in stock for the customer's release. Should changes in the parts thus held be made, the customer will still bear the responsibility to pay for such stock at the agreed upon price.

DEFECTS

Claims for shortages or rejections for defects must be made in writing within 30 days after date of invoice or no consideration will be given thereto. Merchandise shall be returned only upon our written authorization. We accept no responsibility for merchandise returned without authorization. We will not grant credit on any moldings or parts which have been altered or defaced in any way or upon which any additional operations have been performed by the customer.

MOLDS

Customer agrees to pay for changes in molds and tools made necessary by changes in specifications accepted by us. Molds stored at ADC and inactive for more than three years will be considered obsolete and may be disposed of without further notification. ADC warrants its products to be of good workmanship and conformity with production samples as approved by customer. ADC makes no warranty, express or implied, except that the goods sold under this agreement shall conform to the samples approved by the customer, and the customer assumes all risk and liability resulting from the use of the goods, whether used singly or in combination with other goods. In the event that the customer furnishes the material, such material must be delivered FOB at ADC with all charges prepaid and subject to ADC's approval for design. Materials furnished by the customer must be uniform, accurate and in the event that that such material doesn't come up to specification and must be re-operated or inspected, such costs should be charged to the customer. We are not liable for damage to the tool (mold) or defective molded parts in which material furnished by the customer is found to be defective after molding.

RELEASE DATES & SHIPPING

Release dates and shipping prices are based on shipping quantities and on release dates indicated on the quotation and order acknowledgment. No customer requested change from single release date to multiple dates may be made without ADC's consent and approval. If customer refuses to take delivery as specified, ADC shall be entitled to immediate payment as though delivery of product to customer had been made.

TAXES: Any manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or other tax, fee, or charge of any nature whatsoever, imposed by any governmental authority on or measured by any transaction between ADC and Purchaser, shall be paid by Purchaser in addition to the prices quoted or invoiced.