

Mission Statement

Marvel Manufacturing is committed to producing high quality components that meet the requirements of our customers by striving for continual improvement in our processes, customer service, and quality management system.

The following are the terms and conditions under which Marvel Manufacturing provides products and services, except as otherwise agreed to by Marvel Manufacturing in writing:

Definitions

- SELLER: Marvel Manufacturing
- BUYER: Customer or entity that receives products or services from Marvel Manufacturing
- Product: Items produced, manufactured, or procured for the BUYER
- Services: Operations performed including milling, turning, drilling, etc.

Offer and Agreement

No order submitted by BUYER will be deemed accepted by SELLER unless and until confirmed in writing by SELLER's authorized representative. All purchase orders will be reviewed against our quotation for accuracy. Any changes to the scope of the project subsequent to the quote will require a re-evaluation of the quote. Initial work on the project will not begin until the requirements of the project are accurately defined, prices are agreed upon and reflected in the purchase order, and all information and materials to be provided by the customer are received. The waiver by SELLER of any rights under this Purchase Order in any one or more instances shall not constitute a waiver by SELLER of any other right hereunder or of such rights on a future occasion. For the purposes hereof, Products shall be defined as those goods, materials, equipment or other tangible items as set forth in this Purchase Order.

Payment

Pricing is based on material, supply, labor, and outside processing costs at the time of quotation. Due to fluctuations in market conditions, Marvel Manufacturing reserves the right to adjust pricing to reflect increases in the cost of materials, supplies, subcontracted services, tariffs, freight, or other factors beyond its control. Invoices will be issued upon shipment of goods unless otherwise agreed in writing. Payment in full is required prior to shipment unless approved credit terms have been established. Customers requesting credit terms must submit a credit application and receive written approval from Marvel Manufacturing before credit terms are extended.

Approved credit accounts will generally be granted Net 15 payment terms unless otherwise specified in writing. New customers may be required to provide a deposit equal to twenty-five percent (25%) of the purchase order value at the time the order is placed, with the remaining balance due within the agreed upon terms.

Marvel Manufacturing offers credit terms as a convenience and is not a lender or financial institution. Marvel Manufacturing strives to deliver products on time and expects the same diligence from customers in paying invoices promptly. Late fees are not intended as a source of profit, but to offset the costs of materials, labor, and other expenses that are typically incurred weeks or months before products are delivered to the customer.

Accepted forms of payment include ACH, check, and credit card. Payments made by credit card will incur an additional processing fee of 3.5%. Any transaction, wire transfer, processing, banking, or other payment-related fees shall be the responsibility of the customer.

Invoices not paid by the due date will be assessed a late fee equal to ten percent (10%) of the outstanding balance. Any balance remaining unpaid more than thirty (30) days past the due date will be subject to an additional finance charge of one and one-half percent (1.5%) per month on the unpaid balance, or the maximum

rate permitted by applicable law, whichever is less. Accounts that remain delinquent may be referred to a collection agency or legal counsel. The customer agrees to pay all costs associated with collection efforts, including reasonable attorney fees, court costs, and collection agency fees.

Marvel Manufacturing reserves the right to suspend work, withhold shipments, revoke credit privileges, require advance payment, or cancel open orders for accounts with delinquent balances.

Prices and Taxes

The prices will be those set forth in SELLER's quotation valid at the time of order. If a quotation has expired, SELLER reserves the right to extend the validity of the quotation or issue a new quotation at its discretion. Prices are F.O.B. SELLER and are exclusive of all taxes, tariffs, duties and fees. BUYER is solely responsible for and agrees to pay, either through the relevant invoice or a separately issued invoice, all sales taxes resulting from or arising out of an order. If a BUYER within the United States wishes to have the agreement or order treated as sales tax exempt, SELLER must receive a resale or exemption certificate prior to shipment.

Expedited and Minimum Charges

SELLER will quote expedited surcharges upon request. When expedited services are required, minimum charges for our services as well as our outsource suppliers will be applied.

Quantities

SELLER will use commercially reasonable efforts to deliver the quantity agreed upon but reserves the right to ship plus/minus 10% unless agreed upon in writing upon acknowledgment of the order.

Lead Times

Lead times quoted by SELLER are estimates only and are not guarantees. SELLER shall not be liable for delays resulting from material shortages, supplier delays, labor shortages, transportation disruptions, tariffs, governmental actions, acts of God, force majeure events, or other causes beyond its reasonable control.

CAD Files / Drawings

Programs are created from the CAD solid model files supplied to us. It is presumed that the customer will supply *accurate* CAD models and drawing files. SELLER is not responsible for errors in CAD models and/or drawing files supplied by the customer. Additionally, and unless specifically quoted, SELLER is not responsible for verifying the CAD model files against the drawing files. Simply specifying that the drawing file or the model file takes precedence over the other file is not an acceptable solution since both files need to match in order for us to perform our job. If errors in the customer-supplied CAD files are discovered while parts are in-process, additional charges will be incurred on a "time and material" basis as needed to correct the errors. The customer will be advised of any extra charges and a purchase order or P.O. revision will be required to cover the charges *before* work can resume. If errors in the CAD model and/or drawing files are found after the parts are completed, the customer is obligated to buy the parts at the quoted price.

Intellectual and Manufacturing Property

Customer-owned drawings, specifications, and other intellectual or physical property provided to Marvel Manufacturing shall remain the property of the customer.

Unless otherwise agreed in writing, Marvel Manufacturing retains ownership of all manufacturing-related intellectual property and proprietary information developed or used in connection with customer orders, including but not limited to CNC programs, setup sheets, tooling and fixture designs, manufacturing processes, inspection methods, work instructions, design-for-manufacturing recommendations, manufacturing documentation, and related know-how.

The purchase of goods or services does not convey any ownership rights or license to Marvel Manufacturing's intellectual property. Only items specifically identified as a separate line item on a quotation, purchase order, or written agreement and purchased by the customer shall be transferred to the customer.

All tooling, fixtures, gages, programs, manufacturing documentation, and other property developed or used by Marvel Manufacturing to produce customer products shall remain the sole property of Marvel Manufacturing, regardless of whether the cost is included in the quoted price or separately charged to the customer, unless specifically listed as a line item on a purchase order.

Marvel Manufacturing assumes no responsibility for defects, delays, nonconformances, or additional costs resulting from customer-supplied materials, components, tooling, drawings, CAD models, specifications, or other information provided by the customer.

Customer Delays

BUYER's products are being produced on high-cost, high-volume equipment. It is therefore very costly for a machine to sit idle while waiting on information from the customer. In the event of delays or holds caused by inaccurate or incomplete information, or other customer related reasons, it will be necessary to pass additional charges onto the customer. In some cases, depending on the length of delay, it may be necessary to remove the job from the machine and reschedule. If that occurs, additional setup charges will be incurred. Work will not proceed on the project and a new delivery date will not be established until we receive a purchase order or P.O. revision for the additional charges.

Storage and Delayed Release

Products not released for shipment within thirty (30) days after completion may be subject to reasonable storage fees. If shipment is delayed at the request of the customer, risk of loss shall transfer to the customer upon completion of manufacture and notification that the products are ready for shipment.

Delivery

Delivery will be FOB SELLER. Dock, Freight and handling charges are to be either remitted in advance or payable following receipt of an invoice. Any dates for delivery quoted by SELLER or provided in an accepted order are approximations only and SELLER will not be liable for delay in shipment for any reason. Title to the product remains with BUYER and BUYER assumes all risk of loss upon delivery of product by SELLER to the initial carrier. In the absence of instructions to the contrary, SELLER, on behalf of the BUYER, will select the carrier but will not be deemed thereby to assume any liability in connection with the shipment nor will the carrier be construed to be an agent of SELLER. Claims for loss or damage to products in transit must be made to the carrier and not to SELLER. SELLER will not be liable for any damages or penalty for delay in delivery or for failure to give notice of delay when such delay is due to the elements, acts of God, delays in transportation, delay in delivery by SELLER's vendors or any other causes beyond the reasonable control of SELLER. The delivery schedule will be extended by a period of time equal to the time lost because of such delay.

Packing and Shipment

Products are packaged for shipping and/or delivery in a manner that prevents damage during transit and meets any specific customer requirements. Inappropriate handling or abuse of the packaged items may result in damage. Upon receipt, the customer shall inspect packaging for visible damage. If damage is apparent, the customer shall photograph the packaging and contents, note the damage on the carrier's delivery receipt before signing, and retain all packaging materials. Claims for shipping damage must be filed with the carrier by the customer. SELLER is not responsible for damage occurring in transit.

Approved Suppliers

We use a variety of suppliers and vendors to source parts and outside processes. They are approved on the basis of industry certifications, quality standards, price, and/or facility inspection. Among processes that are outsourced include; plating, EDM, heat treat as well as completed components. In all cases the price remains the same as quoted by Marvel Manufacturing and quality is assured to meet customer requirements and undergo final inspection by Marvel Manufacturing.

Cancellations & Changes

Orders may be cancelled, deferred, or revised only upon condition that the BUYER assumes immediate liability and makes payment for all work completed and in process. Such charges shall include raw material, unamortized tooling, engineering, handling, overhead, production, and outside cost; i.e. heat treat and plating. Such charges will be determined at the time of cancellation, deferment, or revision.

Warranty & Claims

SELLER warrants that products and services will conform to the drawings and specifications furnished by BUYER. In the event a customer receives a product that is damaged or non-conforming, BUYER shall immediately notify SELLER with details of the parts and a description of the problem. In order to identify the root cause, it is crucial that SELLER is notified as soon as practical but no later than 30 days from receiving the parts. This helps to ensure that corrective actions are implemented in a timely manner and prevent further non-conforming products from being delivered. It also allows SELLER to work with suppliers and vendors that may need to be involved in the corrective action process. If parts are identified as non-conforming or damaged after 30 days from receiving them, as evidenced by packing slip, SELLER will not be responsible for replacement or compensation.

In order to minimize cost and related downtime, the preferred outcome is for BUYER to determine whether the product can be used as-is. If this is the case, SELLER will still investigate the cause and, if necessary, implement corrective actions. Disposition of non-conforming parts will be determined once they are received back by SELLER. SELLER will work with and obtain approval from BUYER to determine one of the following outcomes: *Use-as-is, Rework, Replace, or Refund*. Replacement or compensation will not be issued until a disposition has been made by SELLER.

It is BUYER's responsibility to return, at its expense, any non-conforming product to SELLER. Transportation charges for the return of the product to BUYER following disposition will be paid by SELLER. The warranty excludes all other associated costs of shipping such as customs clearance, duties, taxes, etc. SELLER is not responsible for products damaged in return shipments by BUYER. If SELLER determines that the product or service is not defective within the terms of this warranty, BUYER will pay SELLER all costs of handling, transportation, and repairs at the then-prevailing rates.

In all claims for shortages, BUYER must notify SELLER within 5 days of receipt of shipment. Charges for repair or inspection of parts by BUYER without prior written authorization from SELLER cannot be honored. Claims will not be honored on parts further processed by BUYER resulting in a change of dimensions or characteristics from those ordered. If parts are returned, they must be packed with the same care as originally packed by SELLER.

Limited Liability

The SELLER's liability shall be limited to the amount of the contract. BUYER agrees to protect, defend, indemnify and hold SELLER harmless from and against any and all claims, liabilities, demands, penalties, forfeitures, suits, judgments and the associated costs and expenses (including reasonable attorney's fees), which SELLER may hereafter incur, become responsible for or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment and

any cleanup costs in connection therewith, or any violation of governmental law, regulation or orders, caused, in whole or in part by

- a) BUYER's breach of any term or provision of this Purchase Order;
- b) Any negligent or willful acts, errors or omissions by BUYER, its employees, officers, agents, representatives or sub-contractors in the performance of this Purchase Order; or
- c) Defective Product. In no event shall either party be liable to the other for any special or consequential damages including loss of profits or revenue, loss of use, or increased costs of doing business. However, nothing herein shall be construed to limit BUYER's liability for personal injury, physical damage to property, or indemnity or contribution therefore.

Confidentiality & Ethical Behavior

BUYER shall hold confidential anything that SELLER provides, whether written, verbal or otherwise including but not limited to quotes, technical drawings, processes or ideas. The BUYER will exercise ethical behavior and agrees not to use SELLER's information, data, or otherwise to give competitors unfair advantage over SELLER. Similarly, SELLER shall hold confidential all proprietary information provided by BUYER, including but not limited to drawings, specifications, designs, and technical data. SELLER shall use BUYER's confidential information solely for the purpose of fulfilling orders placed under these Terms and Conditions. This includes the release of information to suppliers approved by Marvel Manufacturing that have executed a non-disclosure agreement, for the purpose of manufacturing or finishing components ordered by the BUYER.

Patents

BUYER will defend, indemnify and hold SELLER harmless against any loss, damages, costs, fees (including attorneys' fees) and expenses awarded against or incurred by SELLER for alleged infringement of any patents, copyrights, trademarks, or other intellectual property rights of any person or entity which result from SELLER's use of or compliance with BUYER's designs, specifications or instructions.

Waiver, Remedies & Assignment

SELLER's failure to insist on strict performance of any term or condition herein, or to exercise any right or remedy available to SELLER, shall not constitute a waiver of that or any other term, condition, right, or remedy, whether of the same or similar type, on any future occasion. SELLER's rights and remedies herein are cumulative and in addition to any other rights and remedies provided by law or in equity. This agreement or any interest hereunder may not be assigned by BUYER without the prior written consent of SELLER. Any attempted assignment by BUYER in violation of this provision shall be void.

Force Majeure

Neither party shall be held responsible for any delay or failure in performance of any part of this Purchase Order to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party or its subcontractors. Any party whose performance is affected by such Force Majeure shall promptly give written notice to the other party of the occurrence or circumstance upon which it intends to rely to excuse its performance.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho, without regard to its conflict of law provisions. Any legal action arising out of or relating to the products, services, quotations, purchase orders, or these Terms and Conditions shall be brought exclusively in the state or federal

courts located in Nez Perce County, Idaho, and the parties consent to the personal jurisdiction and venue of such courts.

Severability

If any term or provision of this Purchase Order or the application to any person or circumstance shall, to any extent be invalid or unenforceable, the remainder of this Purchase Order, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Purchase Order shall be valid and shall be enforced to the fullest extent permitted by law.

Entire Agreement

This document contains the entire agreement of the parties relating to this subject matter, may not be changed or modified except by instrument in writing executed by the parties, and is binding upon the heirs, successors, personal representatives and assigns of the parties. Any other attempted modification shall be void and not admissible in evidence in any action arising from this agreement.

Recovery of Costs

If any legal action or other proceeding is brought for the interpretation or enforcement of this agreement, or because of an alleged breach, default or other dispute in connection with any of the provisions of this agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, whether for negotiation, trial, appellate, bankruptcy or other services, and other costs incurred in the action or proceeding, in addition to any other relief to which it or they may be entitled.