

1. 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:

2. 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.

3. 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. Purchase orders will be reviewed against SELLER's quotation for accuracy.

Any change to the scope, drawings, specifications, quantities, materials, delivery requirements, or other requirements after quotation may require a re-evaluation of price and lead time. Work will begin after project requirements are adequately defined, applicable prices are agreed upon, and all required information and materials have been received.

A waiver by either party of any provision on one occasion will not constitute a waiver of that provision or any other provision on any future occasion.

In the event of a conflict between these Terms and Conditions, SELLER's quotation, and BUYER's purchase order, the parties will first attempt in good faith to resolve the conflict. Unless otherwise expressly agreed to in writing by SELLER, these Terms and Conditions, together with SELLER's quotation, will govern SELLER's provision of Products and Services.

4. 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. Credit card payments may be subject to a processing fee of 3.5%, to the extent permitted by applicable law. Reasonable bank, wire, or other payment-processing fees specifically associated with BUYER's selected payment method shall be BUYER's responsibility.

Invoices which are not paid by the due date will be assessed a late fee equal to ten percent (10%) of the past-due

undisputed balance. Any undisputed 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. BUYER shall be responsible for reasonable costs of collection, including reasonable attorney fees and court costs, to the extent permitted by applicable law.

If an account becomes materially delinquent, SELLER may, after reasonable notice, suspend work, withhold shipments, revoke credit privileges, require advance payment, or cancel open orders. Such remedies will not affect BUYER's obligation to pay amounts already due.

5. Prices and Taxes

Prices will be those set forth in SELLER's quotation valid at the time of order. Prices are FOB SELLER's dock unless otherwise agreed in writing and are exclusive of applicable sales taxes, tariffs, duties, and governmental fees.

BUYER is responsible for applicable sales and use taxes unless BUYER provides a valid resale or exemption certificate before shipment. Tariffs, duties, or governmental charges imposed after quotation may be addressed through the price-adjustment process in Section 4.

6. Expedited and Minimum Charges

SELLER will quote expedited surcharges upon request. When expedited services are required, SELLER may apply expedited charges for additional labor, equipment time, outside processing, freight, or other costs necessary to meet the requested schedule.

SELLER may also apply minimum charges for its services and for outside processing or other supplier services when such minimums are required. Applicable expedited charges and minimum charges will be identified in the quotation or otherwise communicated to BUYER when reasonably practicable.

Expedited schedules are subject to equipment availability, material availability, outside processing capacity, and other factors affecting production. Payment of an expedited charge does not constitute a guarantee of a delivery date unless the delivery date has been expressly agreed to in writing.

7. Quantities

SELLER will use commercially reasonable efforts to deliver the quantity specified in the Purchase Order. Unless otherwise agreed in writing, SELLER may ship a reasonable quantity variance of up to five percent (5%) on production orders, with the actual quantity delivered invoiced accordingly.

SELLER will notify BUYER of any anticipated quantity deviation prior to shipment when reasonably practicable.

For applications where exact quantity is required, or where a specific quantity tolerance is required, BUYER and SELLER may agree in writing to a zero-variance requirement or other specific quantity tolerance.

8. Lead Times

Lead times quoted by SELLER are estimates and are not guaranteed unless expressly agreed in writing. Lead times may vary based on current workload, material availability, job complexity, quantity, outside processing, transportation, and other factors.

Once a purchase order is received, SELLER will confirm the current expected lead time. SELLER will use commercially reasonable efforts to meet the confirmed delivery date and will promptly notify BUYER of any material delay that SELLER reasonably expects will affect that date.

9. CAD Files / Drawings

SELLER may rely upon CAD models, drawings, specifications, and other technical information supplied by BUYER.

BUYER is responsible for the accuracy and completeness of information it provides.

Unless specifically quoted as an engineering or verification service, SELLER is not responsible for identifying discrepancies between BUYER-supplied CAD models, drawings, and specifications. If an error or discrepancy in BUYER-supplied information is discovered during production, SELLER will notify BUYER when reasonably practicable. Additional work or costs resulting from such error or discrepancy may be charged on a time-and-material basis, subject to BUYER's approval where reasonably practicable.

If a completed Product is affected by an error contained solely in BUYER-supplied information, BUYER remains responsible for the resulting Product and reasonable associated costs. SELLER remains responsible for errors caused solely by SELLER's failure to manufacture the Product in accordance with the applicable drawings, specifications, and requirements.

10. Manufacturing Property

Customer-owned drawings, specifications, designs, materials, and other intellectual or physical property supplied by BUYER remain the property of BUYER.

Unless otherwise agreed in writing, SELLER retains ownership of its manufacturing-related intellectual property and proprietary information developed or used in connection with customer orders, including 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 Products or Services does not transfer ownership of SELLER's manufacturing intellectual property or proprietary manufacturing information. SELLER may use its general manufacturing knowledge, skills, processes, and know-how for other customers, provided that SELLER does not disclose or misuse BUYER's confidential information.

Tooling, fixtures, gages, programs, and other manufacturing property specifically identified in writing as "BUYER-owned tooling" and separately purchased by BUYER will be owned by BUYER. Unless expressly identified as BUYER-owned, manufacturing property remains the property of SELLER.

SELLER assumes no responsibility for defects, delays, nonconformances, or additional costs resulting solely from BUYER-supplied materials, components, tooling, drawings, CAD models, specifications, or other information.

11. Customer Delays, Storage, and Delayed Release

BUYER acknowledges that Products may be produced on high-cost equipment. If work is delayed or placed on hold due to incomplete information, customer changes, customer-supplied materials, approvals, or other BUYER-related causes, SELLER may incur additional costs.

SELLER will notify BUYER of anticipated material additional costs resulting from a BUYER-caused delay and, where reasonably practicable, provide BUYER an opportunity to resolve the issue before such costs are incurred. If a delay requires removal of the job from equipment and later rescheduling, reasonable additional setup and rescheduling charges may apply.

Products not released for shipment within thirty (30) days after completion may be subject to reasonable storage charges after written notice to BUYER. If shipment is delayed at BUYER's request after SELLER has notified BUYER that Products are complete and ready for shipment, risk of loss will transfer to BUYER upon such notice, provided the Products have been properly completed and stored.

12. Delivery, Freight, and Risk of Loss

Delivery will be FOB SELLER's dock unless otherwise agreed in writing. Freight and handling charges will be paid by BUYER unless included in the quotation.

Unless otherwise agreed, SELLER may select the carrier on BUYER's behalf. Risk of loss transfers to BUYER upon delivery of properly packaged Products to the carrier. SELLER will reasonably assist BUYER in pursuing claims for loss or damage occurring during transit.

SELLER will not be responsible for delivery delays caused by transportation providers, material or supplier delays, force majeure events, governmental actions, or other causes beyond SELLER's reasonable control. Confirmed delivery dates will be extended by a reasonable period corresponding to the delay.

13. Packing and Shipment

Products will be packaged in a manner reasonably intended to prevent damage during ordinary transit and will comply with any specific packaging requirements agreed upon in writing.

BUYER is responsible for inspecting the packaging and Products promptly upon receipt. If visible damage is apparent, BUYER should photograph the packaging and contents, note the damage on the carrier's delivery receipt when possible, and retain all packaging materials necessary to support a transportation claim.

Unless otherwise agreed in writing, claims for loss or damage occurring during transit shall be made by BUYER with the carrier. SELLER will reasonably cooperate with BUYER in pursuing such claims.

SELLER is not responsible for damage occurring after delivery of properly packaged Products to the carrier, except to the extent caused by SELLER's failure to properly package the Products in accordance with agreed requirements.

14. Approved Suppliers

SELLER may use qualified outside suppliers for processes such as plating, EDM, heat treatment, specialty machining, and other services. Suppliers are approved on the basis of industry certifications, quality standards, price, and/or facility inspection. SELLER remains responsible for ensuring that outsourced work conforms to the applicable customer requirements to the extent such work is within SELLER's scope.

Where a customer-mandated supplier is specified by BUYER, SELLER will reasonably coordinate with that supplier, but responsibility for that supplier's performance will be addressed between the parties based upon the agreed scope.

15. Cancellations & Changes

Orders may be cancelled, deferred, or revised only with the written agreement of SELLER. BUYER may request a cancellation, deferment, or revision; however, SELLER's acceptance of such request will be subject to the status of the order and the costs and commitments incurred by SELLER.

If BUYER requests cancellation, deferment, or revision, BUYER shall be responsible for all reasonable and documented costs incurred by SELLER as a result of the request. Such costs may include, but are not limited to, completed work, work in process, raw materials, non-cancellable outside processing, unamortized tooling, engineering, handling, setup, and other committed production costs.

SELLER will use commercially reasonable efforts to minimize or mitigate cancellation-related costs when reasonably practicable. Any applicable charges will be determined based on the actual status of the order and costs incurred at the time the cancellation, deferment, or revision is accepted.

No cancellation, deferment, or revision will be effective until confirmed in writing by SELLER.

16. Warranty & Claims

SELLER warrants that Products and Services will conform in all material respects to the drawings and specifications furnished by BUYER and accepted by SELLER.

BUYER shall notify SELLER as soon as reasonably practical of any damaged, defective, nonconforming, or short-shipped Product, and in no event later than thirty (30) days after receipt of the affected Products. Claims

for shortages that are reasonably discoverable upon receipt must be reported within five (5) business days after receipt.

For latent defects that could not reasonably have been discovered through ordinary inspection, BUYER shall notify SELLER within thirty (30) days after discovery.

Upon notification of a potential warranty claim, SELLER shall be given a reasonable opportunity to investigate the condition and determine the root cause. BUYER shall provide reasonable information, photographs, samples, inspection results, or other documentation requested by SELLER and, when reasonably necessary, return representative or affected Products to SELLER for evaluation.

If SELLER determines that Products are nonconforming due to SELLER's workmanship or failure to meet the applicable drawings and specifications, SELLER will, at its option and with BUYER's reasonable cooperation, repair, rework, replace, or refund the purchase price of the affected Products.

SELLER will pay reasonable transportation costs for returning Products to SELLER when the nonconformance is determined to be caused by SELLER, and reasonable transportation costs for conforming replacement Products returned to BUYER. SELLER will not be responsible for customs clearance, duties, taxes, or other charges imposed by governmental authorities unless otherwise agreed in writing.

BUYER shall not further process, modify, repair, or alter allegedly nonconforming Products in a manner that changes their dimensions or characteristics before providing SELLER a reasonable opportunity to investigate, except where such action is reasonably necessary to prevent safety risks, property damage, or significant production interruption.

Charges for inspection, repair, sorting, or other work performed by BUYER will not be reimbursed unless authorized in writing by SELLER before such work is performed.

If SELLER determines that a Product is conforming, or that the condition resulted from BUYER-provided materials, components, tooling, drawings, CAD models, specifications, instructions, further processing, misuse, modification, improper handling, or other causes outside SELLER's responsibility, BUYER shall be responsible for SELLER's reasonable costs of inspection, handling, transportation, and repair at SELLER's then-current rates.

Products returned to SELLER must be packaged with reasonable care to prevent damage during return shipment. SELLER is not responsible for damage occurring during return shipment caused by inadequate packaging or handling by BUYER.

No warranty claim shall obligate SELLER to pay for consequential, incidental, or other indirect costs except as expressly provided in these Terms and Conditions.

17. Limited Liability

Except for obligations expressly subject to indemnification, fraud, willful misconduct, or liabilities that cannot legally be limited, neither party shall be liable to the other for special, incidental, indirect, exemplary, or consequential damages, including loss of profits, loss of revenue, loss of use, or increased costs of doing business, whether arising in contract, tort, or otherwise.

SELLER's aggregate liability arising out of or relating to a particular Purchase Order shall not exceed the amounts paid or payable to SELLER under that Purchase Order.

Nothing in these Terms and Conditions shall limit either party's liability for its own gross negligence, willful misconduct, or liability that cannot legally be limited.

BUYER shall be responsible for claims, losses, damages, costs, and expenses to the extent caused by BUYER's breach of these Terms and Conditions, negligence, willful misconduct, misuse or unauthorized modification of Products, or BUYER-provided designs, specifications, materials, tooling, or instructions.

SELLER shall be responsible for claims, losses, damages, costs, and expenses to the extent caused by SELLER's breach of these Terms and Conditions, negligence, willful misconduct, or failure to provide Products in conformity with the agreed requirements, subject to the limitations set forth in these Terms and Conditions.

18. Confidentiality & Ethical Behavior

Each party shall protect the other party's confidential or proprietary information using reasonable care and shall use such information only for purposes of performing or receiving Products and Services under these Terms.

Confidential information does not include information that is or becomes publicly available through no breach of these Terms, was lawfully known by the receiving party before disclosure, is independently developed without use of the disclosing party's confidential information, or is lawfully received from a third party without a duty of confidentiality.

A party may disclose confidential information when required by law, regulation, or valid legal process, provided that it gives advance notice where legally permitted.

SELLER may disclose BUYER's confidential information to approved suppliers and subcontractors that need the information to perform the work, provided those parties have fully executed non-disclosure agreements with the SELLER.

BUYER will exercise ethical behavior and agrees not to use SELLER's information, data, or otherwise to give competitors unfair advantage over SELLER.

19. Patents and Intellectual Property Indemnification

BUYER shall defend, indemnify, and hold SELLER harmless from any third-party claim, loss, damage, cost, or expense, including reasonable attorneys' fees, arising from or relating to any alleged infringement of any patent, copyright, trademark, or other intellectual property right resulting from SELLER's use of or compliance with designs, specifications, instructions, or other materials provided by BUYER.

SELLER shall be responsible for third-party claims arising solely from SELLER's unauthorized use of intellectual property or proprietary information belonging to a third party, except to the extent such use is required by or results from BUYER's designs, specifications, instructions, or other materials.

The party seeking indemnification shall promptly notify the other party of any such claim and provide reasonable cooperation and assistance in the defense of the claim. The indemnifying party shall have control of the defense and settlement of the claim, provided that no settlement may impose any liability, obligation, or admission of wrongdoing upon the indemnified party without its prior written consent.

20. Waiver, Remedies & Assignment

Failure by either party to insist upon strict performance of any term or to exercise any right or remedy will not constitute a waiver of that term, right, or remedy on any future occasion. Rights and remedies available under these Terms are cumulative unless otherwise required by applicable law.

Neither party may assign this Agreement or an applicable Purchase Order to an unrelated third party without the other party's prior written consent, not to be unreasonably withheld. Either party may assign the Agreement without consent in connection with a merger, acquisition, reorganization, or sale of substantially all of its assets, provided the assignee assumes the applicable obligations.

21. Force Majeure

Neither party shall be responsible for delay or failure in performance to the extent caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, act of God, epidemic or pandemic, material or transportation disruption, or other similar causes beyond the reasonable control and without the fault or negligence of the delayed or non-performing party or its subcontractors.

The affected party shall promptly provide written notice describing the event and its expected effect on performance. The affected party will use commercially reasonable efforts to mitigate the impact and resume performance as soon as reasonably practicable.

22. Governing Law

These Terms and any applicable Purchase Order shall be governed by the laws of the State of Idaho, without regard to conflict-of-law principles.

Before commencing litigation concerning a material dispute, the parties will first attempt in good faith to resolve the dispute through communication between authorized representatives. If the dispute cannot be resolved commercially, either party may pursue available legal remedies.

Any legal action may be brought in the state or federal courts located in Idaho having appropriate jurisdiction. The parties consent to jurisdiction in such courts.

23. Severability

If any provision of these Terms is determined to be invalid or unenforceable, the remaining provisions will remain in effect, and the invalid or unenforceable provision will be enforced to the maximum extent permitted by law.

24. Entire Agreement

These Terms, together with the applicable quotation, Purchase Order, and other written documents expressly incorporated into the transaction, constitute the agreement between the parties concerning the Products and Services covered by the transaction.

Any amendment or modification must be in writing and accepted by authorized representatives of both parties. These Terms do not prevent the parties from entering into a separate written agreement containing different terms for a particular customer, program, or Purchase Order.

25. Recovery of Costs

If either party brings a legal action or other proceeding to enforce or interpret these Terms and Conditions or an applicable Purchase Order, or arising from a material breach of the agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding, to the extent permitted by applicable law.

Nothing in this section limits SELLER's right to recover reasonable costs of collection associated with undisputed, delinquent payment obligations as provided in Section 4.