



"A Quality Tradition in Sheet Metal Fabrication"

**Meta Fab, Inc.
Terms and Conditions**

Scope of Agreement. Meta Fab, Inc. ("MFI") shall provide the services outlined in the Quotation ("Quotation") attached hereto and incorporated herein by reference. Any amendments to the Quotation shall not be valid unless you submit such changes in writing and signed by MFI. Unless otherwise specified, any quotation is valid for only 30 days unless accepted. A Quotation is accepted only when signed by Client. Any Purchase Order provided by Client and agreed upon by MFI shall be in addition and subject to these Terms and Conditions.

Product Manufacturing. Unless specified in the Quotation, all shipments are FOB Hillsboro, OR. Risk of loss shall pass to Client at the FOB point. Title is retained by MFI on any item delivered to Client until payment in full is made by Client. Products shall not be returned to MFI without MFI's written consent. Any returned products may be refused by MFI or returned to Client at Client expense. The product or design shall not be required to meet any regulatory requirements unless specifically noted in the Quotation.

Intellectual Property. Unless specified in the Quotation, all intellectual property (including, but not limited to, designs, products, drawings, prototypes, tools, dyes, molds, fixtures, jigs, shop aids, CAD drawings, patterns and drawings) designed or created by MFI, shall be and remain the exclusive property of MFI. All such intellectual property shall not be deemed work made for hire. Client may purchase any intellectual property from MFI on terms mutually agreeable to MFI and Client.

Interest/Expenses. Invoices for Product manufacturing shall be due net 30, on approved credit, unless otherwise specified. Interest of 1.5% per month (18% per annum) shall be assessed on any payment not paid when due. Any proposal or quotation does not include any taxes and Client is responsible for any federal, state, or local tax or any fee or assessment charged by any governmental entity. Client shall be responsible for any export documentation, fees and taxes.

Warranty: MFI warrants that its work will be in accordance with standards and practices of the care, skill and diligence, customarily observed by similar firms under similar circumstances for a period of one year. **MFI expressly disclaims all warranties, whether expressed or implied, including but not limited to, the implied warranty of merchantability or fitness for a particular purpose.**

Returns: Defective product may be returned to MFI, provided that the returned item is received by MFI within 120 days from the date the product was delivered to Client. Prior to returning a defective product, Client shall request a Return Material Authorization ("RMA") from MFI's account manager. Upon issuing the RMA and receiving the returned product within the time specified, MFI shall evaluate the returned product. MFI in its sole discretion, may elect to refund, replace or repair the defective product.

Limitation of Liability. The combined maximum liability of MFI, and its officers, managers, employees and agents for any damages, including negligence or breach of this Agreement, shall be the lesser of the actual damages incurred or the amount paid by Client hereunder. MFI, and its officers, managers, employees and agents are hereby expressly released and discharged from any and all liability for any loss, injury, or damage to persons, business, or property arising from their performance of the services outlined herein in excess of the fee paid.

Consequential Damages. Under no circumstances shall MFI, and/or its officers, managers, employees and agents be liable to Client or any other person or entity for any special, indirect consequential loss or damage or any negative publicity that results from any work performed, whether or not such loss or damage is caused by the fault, breach of contract, or negligence of MFI, and its officers, managers, employees and agents or subcontractors. This exclusion of liability for special, indirect, or consequential loss or damage is intended to apply to damages or losses of any kind, including those damages of a "commercial" nature such as, but not limited to, loss of profits or revenue, costs of capital, damage to or loss of use of equipment or facilities or any claims of clients, customers or any third party.

Indemnification. Client agrees to indemnify, hold harmless, and defend MFI, and its officers, managers, employees and agents from and against any and all losses, costs, expenses, damages, or liabilities (including reasonable attorney fees) incurred or threatened to be incurred by any third party or their officers, managers, employees and agents by reason of or arising out of or in connection with this Agreement or the breach of the warranties and representations contained herein.

Entire Agreement. This Agreement with the Quotation constitutes the entire agreement between the parties relating to the work to be performed. It supersedes all prior and contemporaneous agreements, representations, verbal or written promises, and undertakings of the parties with respect to the subject matter of this Agreement.

Non Solicitation. Client hereby expressly covenants and agrees that at all times and for a period of eighteen months following MFI's performance, Client shall not directly or indirectly, in any form or manner, solicit MFI's clients, customers or employees and shall not hire any MFI employees.

Phone 503-640-2527
922 W Main Street
Sheet Metal Fabrication
Form 010-03 Terms and Conditions R4

Meta Fab, Inc.
www.metafab.com
ISO 9000:2008 Registered by Orion
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Fax 503-648-5906
Hillsboro, OR. 97123
Mechanical Assembly
Effective Date: 28 APR 2014



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Representations. MFI shall be entitled to rely upon any drawings, measurements or other representations made by Client. Client hereby assumes liability for patent and copyright infringement from any information supplied by Client or when goods are made to Client specifications. Client represents and warrants to MFI that any information provided by Client shall belong solely to Client, who shall have all patent and copyright rights to such information and specifications.

Cancel Work. Client may not change an order or terminate this Agreement once accepted by MFI except with the prior written consent of MFI and upon terms that will compensate MFI for all services performed through the cancellation date, along with any fees, charges, expenses and/or losses suffered by MFI as a result of the cancellation.

Attorney fees. If any dispute, default, suit or action arises from or in connection with this Agreement or bills due under this Agreement, the prevailing party shall be entitled to recover all reasonable attorney fees, costs and expenses incurred, including without limitation, any at trial, on appeal, or in an arbitration or bankruptcy proceeding.

Claim and Venue. Any suit or action arising out of or in connection with this Agreement must be brought within one year from the date of invoice in a state or federal court located in the State of Oregon or Washington, and the parties hereby submit to the exclusive jurisdiction of any such court and any such suit or action.

Delays/Force Majeure. The parties acknowledge that any delivery dates are estimates and are dependent on factors outside MFI's control including Client responsiveness. MFI shall not be responsible for any delay outside its reasonable control.