



## General Terms and Conditions

**Effective 12/12/2023**

## Standard Manufacturing Terms and Conditions.

The following terms are the "Manufacturing Agreement" and apply between a Fabricator and a Purchaser with respect to any Order in the absence of Custom Manufacturing Terms.

**A. Shipment Estimates.** Quotes will contain an estimated date of shipment, calculated on the basis of the input data. The term of delivery generated by the online ordering system gives a preliminary indication of planned date of shipment though does not bind Fabricator in any way. The estimated shipment date is based on the working conditions applicable at the time the Order is concluded and on the punctual delivery of the materials ordered by Fabricator for the performance of the work. Should a delay arise for which Fabricator is not responsible, as a result of a change in the aforementioned working conditions or because materials ordered in time for the performance of the work are not delivered on time, the shipment date shall be extended as required and Fabricator will not be liable for such delay.

**B. Risk of Loss.** Unless otherwise agreed, all sales of Parts shall be ex-works (Incoterms 2000). In the event that the Purchaser requires delivery of the Parts otherwise than ex-works, Purchaser must contact Fabricator in order to detail its requirements. The fabricator, in its discretion, shall arrange the delivery requirements including, without limitation, transport insurance, the mode of transport and any special packing requirements. Fabricator reserves the right to vary the mode of transport if any regulations or other relevant considerations so require. All costs, taxes, duties and charges related to fulfilling any of the Purchaser's requests under this provision, shall be paid by the Purchaser, unless otherwise agreed by both parties.

**C. Limited Warranty.** Remedy. Fabricator represents and warrants to the Purchaser (and not to any third party) that for a period of ten (10) business days following the delivery of the Part (the "Warranty Period"), that the Part shall conform to the Specifications for such Part. Fabricator's entire liability and Purchaser's exclusive remedies under this warranty shall be as follows: In the event Purchaser notifies Fabricator during the Warranty Period that the Part fails to comply with the applicable Specifications in all material respects, Fabricator will, as Purchaser's sole and exclusive remedy, at Fabricator's option either : (1) provide Purchaser with reworked parts from the original parts, (2) provide Purchaser a replacement Part that conforms to the Specifications (3) refund the amount paid by Purchaser for the affected Part in exchange for the return of the non-conforming Parts at Fabricator's sole cost and expense. No returns will be accepted by Fabricator unless Purchaser has notified Fabricator within the Warranty Period. If the Purchaser fails to contact Fabricator within the Warranty Period, Fabricator shall have no further obligations with respect to such part.

**D. Use As is Disclaimer.** AS IS; DISCLAIMER. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED HEREIN, THE PARTS PROVIDED UNDER STANDARD MANUFACTURING TERMS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. FABRICATORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES OF ANY KIND RELATING TO THE PARTS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY PURCHASER FROM FABRICATOR OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY

STATED IN THIS AGREEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, IN WHICH CASE SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO ALL PURCHASERS.

**E. Indemnification.** Purchaser agrees to indemnify and hold harmless Fabricator and its officers, directors, shareholders, agents, licensees, employees, successors and assigns, from and against any and all damages, liabilities, awards, losses, costs and expenses including, without limitation, reasonable attorneys' fees and court costs: (i) arising out of any breach by Purchaser of any undertaking, warranty, representation or agreement contained herein; (ii) arising out of a claim that a Part manufactured by the Fabricator pursuant to an order hereunder violates any law, regulation or ordinance; (iii) arising out of a claim with respect to the Part (whether arising out of product liability, strict liability, negligence or otherwise), including claims related to any injury, death or damage to any person or property caused by the Part; or (iv) arising out of any claim that any Specification, or Part made in compliance with the Specification, or the manufacturing of the Part, infringes upon or violates any patent, trade secret, copyright, trademark, service mark, right of publicity or other right of any third party.

**F. Disclaimer of certain damages.** Disclaimer of Certain Damages. FABRICATOR SHALL NOT IN ANY EVENT BE LIABLE TO PURCHASER OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUES, BUSINESS OPPORTUNITIES OR FOR LOSS OF INCOME, BARGAIN, REVENUE, CONTRACTS, GOODWILL, USE, ENJOYMENT, TIME, DATA, OR ELECTRONICALLY TRANSMITTED ORDERS OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR PERSONAL OR PROPERTY DAMAGE, WHETHER OR NOT FABRICATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH: (1) THE PARTS, OR THE FAILURE TO PROVIDE THE PARTS IN COMPLIANCE WITH THE STANDARD MANUFACTURING TERMS; (2) THESE STANDARD MANUFACTURING TERMS; (3) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, PARTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED UNDER THE STANDARD MANUFACTURING TERMS; OR (4) ANY OTHER MATTER RELATED TO THE PARTS OR STANDARD MANUFACTURING TERMS, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY.

**G. Cap on liability.** Cap on Liability. UNDER NO CIRCUMSTANCES WILL FABRICATOR BE LIABLE TO PURCHASER FOR MORE THAN THE GREATER OF (I) THE AMOUNT PAID BY PURCHASER DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT(S) GIVING RISE TO LIABILITY HEREUNDER, OR (II) ONE HUNDRED DOLLARS (\$100). CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO PURCHASER, SOME OR ALL OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO PURCHASER, AND PURCHASER MIGHT HAVE ADDITIONAL RIGHTS.

**H. Damages.** If these laws apply to the purchaser, some or all of the above limitations or exclusions may not apply to the purchaser and the purchaser might have additional rights.

**I. Quotes.** Accepting a quote for the manufacturing of a part constitutes the acceptance of the manufacturing agreement, quote notes, Part notes/description quote notes by the purchaser with the fabricator. Prices quoted may not include shipping. Customers are responsible for ensuring that the properties and performance of the materials selected meet the requirements of their application. A cut

off time of 3:00pm MST is strictly enforced for the following business day to be considered “day one” of the quoted lead time. The minimum guaranteed wall thickness is 1.0 mm, through ~0.7mm is achievable for small features. A3D is not responsible for the accuracy of CAD data provided by customers. The quoted lead time is based on available capacity at the time of this quote. Quotes that are not executed the same day are subject to change or delays. Reasonable efforts will be made to deliver within or as close to the estimate as possible, however there is no assurance that any estimated delivery date will be met. Quoted pricing is valid for 30 calendar days. In the event of multi-month production schedules, pricing may be subject to change based on materials, shipping and cost of goods sold. Any additional post-processes or finishing steps not explicitly requested and quoted will not be performed.

**J. Material Tolerances.** Part warp is a common and normal occurrence, the severity of which depends on part geometry. A3D cannot guarantee fitment of parts, or any GD&T requiring optical or CMM Inspections. Upon request, A3D will measure up to four linear dimensions as part of quality control at no additional charge.

Part tolerances are unique to each technology and are as follows:

Material	X/Y Tolerances	Z Tolerances
FDM	± .127mm   .002mm/mm	X/Y Tolerance ± Slice Height
MJF	± 0.3mm   0.003mm/mm	±0.5mm   0.005mm/mm
SLS	±0.3mm   .003mm/mm	N/A
SLA	±0.2mm   0.002mm/mm	N/A

For the X/Y tolerances, tolerance will be whichever is greater between the two values.

MJF Specifics: Manufacturing witness marks such as but not limited to layer lines (visible discrete topological lines) or meniscuses (slight sink along edges of flat upward facing surfaces) are considered to be normal and A3D is not liable to reprint. Excessively thick parts where the wall cross-sections of a part exceed 6.35mm (0.25in) in thickness, A3D will not be liable for part quality issues arising from these types of parts. Features with any dimension less than 1.0mm (0.039in), A3D will not be liable for part quality issues arising from these types of parts. For more information reference A3D – 005 – MFJ Tolerance and Information

FDM: Supplemental information can be found in the document titled A3D – 008 – FDM Tolerance and Information

SLA: Supplemental information can be found in the document titled A3D – 006 SLA Tolerance and Information

SLS: Supplemental information can be found in the document titled A3D – 007 – SLS Tolerance and Information

**K. First Article & Inspection Reports.** A comprehensive First Article Inspection Report (FAIR) and inspection plans are quoted separately on a per order basis. FAIR and inspection plans cannot be included or added into an existing order after the order has been placed. FAIRS and Inspection plans identified as requirements after the order has been placed, will require a new quote. FAIRs and

Inspection plans can be ordered to reflect previous orders so long as A3D still has access to the parts, and they haven't already been delivered to the customer. When a production run is dependent on the approval of first article pieces, communication and timely responses from the customer are paramount to meeting quoted lead times. All first articles sent out for customer approval are subject to the requirements of A3D Specification: "A3D-003-First Article Inspection".

**L. Material Certificate of Compliance.** Certifications of Conformance documentation must be requested at the time of quote. A3D cannot guarantee such documents may be made available after the fact.

**M. Identification of Non-conforming product.** If parts are identified as potentially non-conforming, the buyer must notify A3D in writing within the allotted timeframe. That timeframe begins upon receipt of parts and in thirty (30) calendar days. Failure to notify A3D in writing of non-conforming goods within the allotted time represents acceptance of the parts and the buyer will be held responsible for the full order price. A3D has the right and option to repair or replace any non-conforming goods, regardless of timeframe or obsolescence.

**N. Cancellation Policy.** If an order needs to be cancelled for any reason, the customer is responsible for paying full value for work already done, materials procured, and off-the-shelf components purchased. An additional 15% cancellation fee will be applied to all work that has yet to be completed.

**O. Key Characteristics.** If a feature, attribute, property, or any other characteristic of a product has an impact on safety, reliability, or performance of the product, they must be communicated prior to a quote. Key Characteristics identified after a quote has been generated may require a new order / quote if the characteristic is outside of the scope of work originally agreed upon.

**P. 3D Scanning.** When utilizing 3D scanning services offered by A3D, it must be understood that the scanner is only able to create a representation of the part being scanned. Design intent and controls are not captured when creating a model from a physical part. 3D scanning projects are subject to the requirements of A3D Specification: "A3D-001 – 3D Scanning Notice."

**Q. Intellectual Property Ownership and Liability** By submitting or providing information, designs, or other materials related to this product, you ("the User") represent and warrant that you are the legitimate owner of the product and its associated intellectual property. You hereby agree that:

1. All intellectual property rights, including but not limited to copyrights, patents, trademarks, and trade secrets, related to the product you submit or provide are owned by you or you have the rightful authorization to use them.
2. You will indemnify, defend, and hold harmless A3D and its affiliates, employees, directors, agents, and representatives from and against any and all claims, damages, losses, liabilities, costs, and expenses, including legal fees and expenses, arising out of or related to any breach of the aforementioned representations and warranties or any claim that the product or its related intellectual property infringes or misappropriates any third party's intellectual property rights.
3. A3D assumes no responsibility or liability for any intellectual property infringement claims that arise out of the product or materials you provide, and you will be solely responsible for handling and resolving such claims.

**R. Payment:** Unless agreed upon otherwise, Payment terms shall be Net 30. All terms are subject to credit approval. On overdue accounts, Customer shall pay interest at the rate of 1 1/2% per month (or the highest legal interest rate, if lower). Payments made by credit card shall be subject to a 3% processing fee. The Customer shall provide A3D with a copy of tax exemption certificate, direct pay certificate or resale certificate for the “Ship to” location if exemption from sales or use taxes is claimed.

By proceeding with the submission or provision of any product or material, you acknowledge that you have read, understood, and agreed to be bound by these terms and conditions.