
 MetalQuest Unlimited, Inc.	DATE:	Page 1 of 2
	7 July 2023	SPECIFICATION MQQ0003
	REVISION:	
A	TERMS AND CONDITIONS OF SALE	
WRITTEN: Shauna Mariska	APPROVED: Scott Volk	

- 1) **Acceptance** of this quotation may be by any reasonable and customary communication. No inconsistent terms in Buyer's purchase orders, such as quantities, delivery schedules, or inconsistent printed text will have any force or effect unless specifically agreed to in writing by MetalQuest Unlimited (hereafter referred to as MetalQuest).
- 2) **Buyer's request for changes.** Following acceptance of this quotation, any technical, quantity, delivery or other change requested by Buyer shall be in writing and shall be construed as a request to renegotiate the contract. If Buyer wishes to change any terms of this quotation, the price and delivery terms in this quotation are subject to change.
- 3) **Quoted lead time.** The lead time provided in this quotation is based on the capacity of MetalQuest and its suppliers at the time of quoting. MetalQuest reserves the right to adjust the lead time based on capacity at time of acceptance of Buyer's order.
- 4) **Raw material availability.** This contract is contingent upon the availability of raw materials required for the manufacture of the goods. MetalQuest shall not be deemed in breach of this agreement for delay in manufacture or delivery where such raw materials are unavailable. In such case, MetalQuest may, at its option, cancel this agreement or deliver to Buyer its pro-rata share of its production.
- 5) **Price increases for materials.** This quotation is based on the present cost of materials. Raw material baselines are listed in the quotation. At MetalQuest's discretion, raw material surcharges above the quoted baseline(s) will be passed on to the Buyer when parts are invoiced. Deviations to this policy must be negotiated prior to acceptance of the quotation.
- 6) **NRE Items.** All Non-recurring Engineering (NRE) items remain the property of MetalQuest.
- 7) **Standard Practices.** Unless otherwise stated in Buyer's drawings and specifications, or in MetalQuest's quoted exceptions, the following apply:
 - a) Parts may be coated with a rust preventative of MetalQuest's choosing as deemed necessary by MetalQuest.
 - b) Deburring may be accomplished using normal good workmanship practices.
 - c) Parts will be packaged to prevent damage with standard commercial practices.
 - d) Parts will be shipped using the method deemed by MetalQuest as the most suitable, factoring in part safety, cost, and transit time.
- 8) **Over-shipment.** MetalQuest reserves the right to over ship by 5% on all orders.
- 9) **Incidental charges.** Any special packaging requirements, source inspection by Buyer on the premises of MetalQuest, or other requirements not expressly provided for shall be subject to additional charges by MetalQuest.
- 10) **Payment terms** quoted are based on the Buyer's present financial condition and record of payment. If any material changes arise, MetalQuest has the right to require C.O.D. or other security for payment, or to withhold delivery. If Buyer defaults in payment, Buyer shall pay MetalQuest's costs of collection including reasonable attorney's fees, in addition to damages.

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- 11) **No Warranty on goods.** The goods sold to Buyer will be as described, and no other express or implied warranties are made by MetalQuest, including any warranty to fitness or perform any particular function unless expressly stated in the product drawings and specifications. Buyer has furnished the drawings and specifications for the goods and Buyer is not relying on MetalQuest to select goods or engineering designs. Buyer indemnifies and holds harmless MetalQuest from any claims or liability arising from any use of the goods subject of this contract.
- 12) **Nonconforming goods.** MetalQuest shall not be held responsible for nonconforming goods where the nonconformance is the result of Buyer’s mishandling or storage of the goods, for example, storage of parts susceptible to rust in wet or moist conditions. For goods that Buyer deems to have manufacturing defects, Buyer is requested to contact MetalQuest and receive a Return Material Authorization (RMA) to use for return of the goods as directed by MetalQuest. The Buyer may be directed to dispose of the goods at MetalQuest’s discretion.
- 13) **Cancellation or Delay by Buyer.** In the event Buyer cancels a contract or order following MetalQuest’s acceptance of it, Buyer agrees to pay MetalQuest’s expenditures for raw materials, unamortized tooling, labor incurred, handling and overhead, and for all work completed to date and in progress but not yet delivered to Buyer. This is without prejudice to such other and additional rights as are available to MetalQuest under the law.
- 14) **Force Majeure.** MetalQuest shall not be liable for any delay or failure in performing its obligations under the purchase order to the extent that such a delay or failure is caused by an event or circumstance that is beyond the reasonable control of MetalQuest, without its fault or negligence, and which by its nature could not have been foreseen or was unavoidable (“Force Majeure Event”). Force Majeure Events include, but are not limited to, acts of God or the public enemy, government restrictions, natural disasters (flood, fire, earthquake, tornado, storm, etc.), explosion, epidemic, pandemic, government closure orders, war, invasion, terrorist acts, riots, strike, embargoes, or other disasters.

REVISIONS:

Rev	DCF #	Approved By	Approved Date
A	23-D3443	Scott Volk	07/07/2023