



## Plymouth Grating Laboratory, Inc. Standard Terms and Conditions

1. Activation of a quotation furnished by Plymouth Grating Laboratory, Inc. shall be made in the form of a purchase agreement between the purchasing company, organization, or individual (“Buyer”) and Plymouth Grating Laboratory, Inc. (“PGL” or “Seller”). This purchase agreement shall legally obligate Buyer and Seller to the terms of sale. Upon receipt of Buyer’s purchase order, PGL shall provide a written confirmation of acceptance. The purchase order and confirmation of acceptance shall comprise the entire purchase agreement. Modifications to the purchase agreement may be made at any time but must be agreed to by both Buyer and Seller in writing.
2. In the event of cancellation by Buyer of all or part of the purchase agreement, Buyer shall reimburse PGL for all expenses related to the execution of the agreement which have been incurred at the time of the cancellation plus 20%. PGL shall provide all back-up materials to support the calculation of costs incurred.
3. All sales are final. PGL warrants that the items purchased (“Products”) shall satisfy the specifications agreed upon in this quotation. In the event Buyer contends that a Product does not meet the agreed-upon specifications, Buyer may return the Product in question within 30 days. PGL will retest the Product. If the Product is found to be nonconforming, PGL will make appropriate corrections or propose an alternate solution at PGL’s cost. If the Product is found to be within specification, it will be returned to Buyer at Buyer’s expense.
4. PGL warrants that Products will satisfy agreed-upon specifications but does not warrant that they are suitable for the intended end use. It is important that Buyer verify all specifications and tolerances are sufficient to enable the end use application(s).
5. Resale of Products may be subject to US export restrictions. Buyer shall not deliver Products to countries in violation of US export laws.
6. PGL realizes the importance of timely delivery of the items ordered. However, there might exist circumstances beyond PGL’s control which preclude meeting estimated or agreed-upon delivery dates. PGL shall make all reasonable effort to complete the work on time but cannot accept any financial penalties for failure to meet any agreed-upon schedule unless otherwise agreed to in advance of the purchase agreement. Furthermore, delivery outside of the agreed-upon time schedule shall not constitute breach or default of the purchase agreement unless it is shown to be the result of intentional or grossly negligent actions on the part of PGL.
7. All production methods, designs, or other inventions resulting from the work conducted under the scope of the purchase agreement shall remain the sole property of PGL unless otherwise assigned by PGL.
8. PGL may photograph finished components and use in marketing materials and on its website for promotional purposes. If this practice is not agreeable to Buyer, PGL will respect a request not to do so.
9. PGL shall not be under any obligation to verify whether Buyer’s designs, specifications, or requests infringe any intellectual property agreements or rights of any third parties. In the event that any third party seeks injunctive relief or asserts a claim for damages against PGL due to the contractual implementation of the specifications, Buyer hereby undertakes to hold PGL harmless from any third-

party claims as well as any resulting legal costs, fees, and expenses incurred by PGL in defending such claims.

10. PGL shall conduct its business in accordance with all US laws and standards of ethical business practice.
11. If this quotation is “Budgetary” it is understood the quotation was prepared without sufficient time or information to accurately determine all costs. PGL reserves the right to revise the quotation when further information becomes available.
12. Customer-furnished materials will be supplied solely at the risk to Buyer. While PGL will take every reasonable precaution to protect customer-furnished materials from loss or damage, PGL cannot accept liability for such loss or damage. Additionally, if a Product made on customer-furnished material fails to meet agreed-upon specifications, and the failure is shown to be due to a fault in the customer-furnished material, and PGL can demonstrate that the Product would otherwise have met specifications, PGL will require payment in full for a completed Product or prorated payment if the Product is partially fabricated.
13. All confidential and/or proprietary information exchanged between PGL and Buyer will be treated in accordance with conditions agreed upon in any current mutual nondisclosure agreement signed by the parties.