



## Terms and Conditions

New Era Manufacturing and Designs – Termed as “New Era” in all following text.

Last Updated: December 03, 2022

**THIS AGREEMENT INCLUDES A CLASS ACTION WAIVER AND A WAIVER OF JURY TRIALS AND REQUIRE BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES.**

- PLEASE NOTE that New Era may modify these terms and conditions at any time, and such modifications shall be effective immediately upon posting of the modified version on the Website for orders placed after such modifications have been posted. New Era will also update the “Last Updated” date at the top of this Agreement.

## Contents

1. SERVICES .....	2
2. ACCEPTANCE .....	2
3. OPTIONS AND LIMITATIONS .....	2
4. PRICING AND PAYMENT .....	3
5. SHIPMENT ESTIMATES; RISK OF LOSS IN TRANSPORT: .....	4
6. REPLACEMENT PARTS .....	5
7. INTELLECTUAL PROPERTY .....	5
8. INDEMNIFICATION BY YOU .....	6
9. DISCLAIMER OF WARRANTIES.....	6
10. LIMITATION OF LIABILITY .....	7
11. RELEASE OF LIABILITY.....	8
12. TERM AND TERMINATION .....	8
13 MISCELLANEOUS .....	9



## 1. SERVICES

### 1.1 About our Services:

New Era will either manufacture, or subcontract with one of New Era's trusted manufacturing vendors to have manufactured, the parts, assemblies, or items to be delivered pursuant to the buyer's purchase order / quoted/ estimated services and item sale.

### 1.2 Responsibilities:

When using our services. By using our services, you agree to:

- Comply with all applicable laws and regulations, including, but not limited to, all intellectual property, data, privacy any export control laws.
- Upload and disseminate only content or information that You own all required rights to under law, are authorized to disseminate (and are not subject to any confidentiality obligations) and do so only consistent with applicable law and as permitted by any agreements to which You are bound.

## 2. ACCEPTANCE

### 2.1 Approval:

No contract to manufacture any Part exists until New Era acknowledges Your acceptance of its Quote by a confirmatory email or other appropriate means of communication, as determined by New Era in its sole discretion. SINCE EACH ORDER IS CUSTOM MANUFACTURED, YOU MAY NOT CANCEL AN ORDER ONCE IT HAS BEEN PLACED. New Era, at its sole discretion, may permit a buyer to cancel an order and may charge a fee of the total order value if a buyer requests such a cancellation from New Era, provided that no work has been done for such an order as of the date of cancellation.

### 2.2 Specifications:

You are solely responsible for ensuring that the Specifications in the Quote. You may only alter tolerances of manufactured goods and documents with written consent from a New Era associate.

## 3. OPTIONS AND LIMITATIONS

### 3.1 Cancellations:

New Era may, at any time during the quotation, ordering and the manufacturing process, revoke and/or cancel any Quote/order, if there are technical or other reasons (such as a concern about intellectual property ownership of the design or the legality of the Part) to do so.

### 3.2 Limitations:

New Era will manufacture Your Part(s) in accordance with the Manufacturing Standards set forth. Unless New Era has agreed to different standards in the Quote. Due to technical limitations of current technology, it may be impossible or commercially impracticable to manufacture certain Parts in accordance with Your Specifications. In such cases, New Era will use its commercially reasonable efforts to contact You. Upon written approval from You, New Era reserves the right to either build the Part with



a different vendor and/or switch to another production technique and apply any modification to the order (such as modification of price, of terms/term of delivery, etc.) resulting from such decision. You agree to pay New Era additional compensation, if any, resulting from amended Specifications.

### 3.3 Subcontracting:

You acknowledge and agree that New Era may subcontract or otherwise delegate any order you place for a Part to one of New Era's approved vendors. As such, you acknowledge and agree that New Era may share Your Specifications with our approved vendors to process and manufacture your order. You will not have any obligation to pay any approved vendor directly.

### 3.4 Compliance with Export Controls:

The data, items, deliverables, and Services may be subject to national, foreign, and international trade and export control laws and regulations ("Export Laws"). You shall identify any three-dimensional (3D) models and resulting items that are controlled under Export Laws at the time of providing them to New Era, including but not limited to identifying data and items that are controlled under the International Traffic in Arms Regulations ("ITAR"). NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, YOU SHALL BE LIABLE FOR ALL DAMAGES, LOSSES, AND LIABILITIES INCURRED BY NEW ERA AS A RESULT OF YOUR NON-COMPLIANCE WITH EXPORT LAWS OR FAILURE TO ACCURATELY IDENTIFY APPLICABLE EXPORT LAWS. When required or requested by New Era, you will provide New Era with (a) any Harmonized Tariff Schedule ("HTS") codes for any Parts, (b) the end use for any such Parts, and (c) the end user of such Parts, within two (2) days of New Era's request for such information.

### 3.5 Prohibited Items:

While New Era wants to give its buyers the freedom, they need to produce the most creative, imaginative, and useful projects and Parts, New Era maintains the right to refuse any Part that is illegal or designed to harm human beings, or which New Era otherwise deems inappropriate in its sole discretion. As such, New Era prohibits the use of its Services to manufacture certain Parts designed for use or integration into firearms or for such Parts that require any federal, state, or local licenses to manufacture.

## 4. PRICING AND PAYMENT

### 4.1. Payment:

You agree to pay all fees or charges to Your Account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. Unless otherwise expressly agreed in advance by New Era, **all invoices are due thirty (30) days after the date of invoice or will be paid by credit card, company check, or at the time order placement.** New Era reserves the right to require payment in advance for certain orders. All invoices are due in full, without any deductions or offsets. All invoices will be deemed final and binding unless You object to an invoice, in writing, within ten (10) days of receipt. All invoices not paid in full within such thirty (30) day period shall bear interest at the rate of 1.5% per month or the highest rate permitted under law. New Era may also draw down on any New Era Credits held in your Account in the event you fail to pay any past due invoices within forty-five (45) days of their due date. If You choose to pay for an order by credit card, you must provide New Era with a valid



credit card (Visa, MasterCard, or any other issuer accepted by us) ("Payment Provider"). Your Payment Provider agreement governs Your use of the designated credit card, and You must refer to that agreement and not this Agreement to determine your rights and liabilities. By providing New Era with Your credit card number and associated payment information, You agree that New Era is authorized to immediately invoice your Account for all fees and charges due and payable to New Era hereunder and that no additional consent or notice is required. You agree to immediately notify New Era of any change in Your billing address or the credit card used for payment hereunder. New Era reserves the right at any time to change its prices and billing methods, either immediately upon posting notice on the Website or by email delivery to You. All prices are calculated in US Dollars and payment to New Era must be in the form of US Dollars.

#### 4.2. Taxes and Costs:

Unless otherwise stated, the price quoted with respect to the manufacture of any part includes the cost for the Services rendered by New Era, the manufacturing of the Part and the standard shipping (as selected by New Era), as well as all applicable sales and use taxes. Additional fees may apply for any alternate shipping methods. You will be liable for all other transaction duties and taxes (other than taxes based on New Era's net income). If Your order is exempt from sales tax, you must submit a valid sales tax exemption certificate.

#### 4.3. Suspension of Services:

New Era reserves the right to suspend performance hereunder (including the manufacture of a product or continuation of a service) in the event You fail to pay all outstanding amounts when due and New Era retains full legal title to Parts and unique tooling until it has received full payment with respect to such Parts/ Services and payment on any other Parts/ Services that You have ordered. New Era reserves the right to refrain from completing additional orders, or additional components of an existing order, if the outstanding issued invoices remain unpaid.

### 5. SHIPMENT ESTIMATES; RISK OF LOSS IN TRANSPORT:

#### 5.1 Shipment Estimates:

Quotations issued by New Era will contain an estimated date of shipment, calculated based on the input data. The term of delivery generated by the online ordering system gives a preliminary indication of planned date of shipment though it does not bind New Era in any way. The estimated shipment date is based on the working conditions applicable at the time the agreement is concluded and on the punctual delivery of the materials ordered by New Era for the performance of the work. Should a delay arise for which New Era is not responsible, because 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 may be extended, and New Era will not be liable for such delay.

#### 5.2 Risk of Loss:

Unless otherwise agreed, all sales of Parts shall be Ex-works Seller's factory (Incoterms 2000). In the event that You require delivery of the Parts otherwise than Ex-works, you must contact New Era in



writing in order to detail its requirements. New Era, at its discretion, shall arrange the delivery requirements including, without limitation, transport insurance, the mode of transport (New Era reserves the right to vary the mode of transport if any regulations or other relevant considerations so require) and any special packaging requirements. All costs, taxes, duties and charges related to fulfilling any of Your requests under this Section, shall be paid by You, unless otherwise agreed by both parties.

## 6. REPLACEMENT PARTS

### 6.1. No Warranty of Specifications:

Upon delivery of a Part, You should inspect the Part carefully. All Parts will be deemed accepted upon delivery to You. You acknowledge and agree that New Era will use commercially reasonable efforts to manufacture or have the Part manufactured by our Partners, in accordance with Your Specifications. New Era does not warrant Part design or specifications. Since You are solely responsible for the Specifications, and the manufacture of certain Parts in accordance with your Specifications may be impossible or otherwise commercially impracticable, New Era does not warrant that Your Part can or will be manufactured in accordance with Your Specifications. IN ADDITION, EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEW ERA DOES NOT PROVIDE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE WEBSITE, SERVICES, PARTS, OR ANY MATERIALS PROVIDED BY NEW ERA HEREUNDER, AND DOES NOT WARRANT THAT THE PART WILL MEET YOUR REQUIREMENTS OR THE REQUIREMENTS OF ANY CERTIFICATIONS PROVIDED, OR BE WILL BE MERCHANTABLE OR FIT FOR YOUR PARTICULAR PURPOSE.

### 6.2. Specifications Warranty; Remedy:

New Era represents and warrants for a period of three (3) business days following the delivery of the Part (the "Warranty Period"), that the Part shall conform to the Specifications for such Part. In the event You notify New Era during the Warranty Period that the Part fails to comply with the applicable Specifications in all material respects, New Era will, as Your sole and exclusive remedy, replace such non-conforming Parts at New Era's sole cost and expense, provided (i) You return the non-conforming Part(s) to New Era within three (3) business days of your notice of non-conformance, and (ii) New Era reasonably confirms such non-conformity. No returns will be accepted by New Era unless You have notified New Era within the Warranty Period. If You fail to contact New Era within the Warranty Period, New Era shall have no further obligations with respect to such Part and **ALL SALES WILL BE DEEMED FINAL AND SUCH PARTS MAY NOT BE RETURNED** TO New Era.

## 7. INTELLECTUAL PROPERTY

### 7.1 Except for any intellectual property:

(i) owned by Customer prior to entering into this Agreement, or (ii) developed or acquired by Customer other than in the course of doing the Work under this Agreement (collectively, "Pre-existing Customer IP"), Customer agrees that the Work and any intellectual property conceived or reduced to practice during the creation of the Work or performance of the services constitute the work product of New Era (the "New Era Work Product"). Additionally, other than Pre-existing Customer IP, New Era Work Product shall further include, without limitation: all tools, data (including, without limitation, specifications) and/or methods used to design, create, generate, or otherwise develop the Work and/or perform the services; and all patent, copyright, trade secret or other proprietary or intellectual property rights



developed with respect to the creation of the Work or performance of the services. Upon the request of New Era, Customer shall, and shall cause Customer personnel to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist New Era to prosecute, register, perfect or record its proprietary or intellectual property rights in or to any New Era Work Product. All New Era Work Product is solely and exclusively the property of New Era. To the extent any New Era Work Product qualifies as a “work made for hire” under applicable copyright law, it will be considered a work made for hire and the copyright will be owned solely and exclusively by New Era. To the extent any New Era Work Product is not considered a “work made for hire” under applicable copyright law, Customer hereby irrevocably assigns and transfers, in each case without additional consideration, all of its right, title and interest throughout the world in and to the New Era Work Product to New Era.

## 8. INDEMNIFICATION BY YOU

You agree to indemnify and hold harmless New Era and its officers, directors, shareholders, agents, licensees, employees, successors and assigns, and Partners, 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 You of any undertaking, warranty, representation or agreement contained herein; (ii) arising out of a claim that a Part manufactured by New Era 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, infringes upon or violates any patent, trade secret, copyright, trademark, service mark, right of publicity or other right of any third party.

## 9. DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY OTHERWISE PROVIDED HEREIN, THE PARTS MANUFACTURED BY NEW ERA PURSUANT TO AN ORDER SUBMITTED, ALL INFORMATION AND CONTENT THEREIN, AND ANY OTHER MATERIALS PROVIDED BY NEW ERA, ARE PROVIDED “AS IS” AND WITHOUT WARRANTY OF ANY KIND. NEW ERA EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE WEBSITE, SERVICES AND PARTS, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT. NEW ERA DOES NOT WARRANT THAT ANY SUCH PARTS OR THE USE OF IT’S SERVICES WILL BE UN INTERRUPTED OR ERROR FREE OR THAT ANY ERROR OR DEFECTS WILL BE OR CAN BE CORRECTED. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, IN WHICH CASE SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO ALL USERS.

9.1. BECAUSE THE PARTS ARE BASED ON YOUR SPECIFICATIONS, NEW ERA MAKES NO WARRANTY, REPRESENTATION, OR CONDITION THAT:

(1) THE PARTS WILL MEET YOUR USE REQUIREMENTS, (2) THE PARTS ARE FIT FOR ANY PARTICULAR PURPOSE, OR MERCHANTABILITY, OR (3) THE PART DESIGN IS DEFECT OR ERROR-FREE-



9.2. THE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS:

NEW ERA MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO THE SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF THE SERVICES.

**9.3. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM NEW ERA OR THROUGH THE WEBSITE WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.**

9.4. ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESS THROUGH THE WEBSITE IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PERSON OR PROPERTY, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS THE WEBSITE, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.

9.5. YOU ACKNOWLEDGE AND AGREE THAT NEW ERA IS NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD NEW ERA LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING FOR ANY PART MANUFACTURED BY A THIRD PARTY.

## 10. LIMITATION OF LIABILITY

10.1. Disclaimer of Certain Damages:

NEW ERA SHALL NOT IN ANY EVENT BE LIABLE TO YOU 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 OR EMOTIONAL DISTRESS, WHETHER OR NOT NEW ERA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH: (1) THIS AGREEMENT OR THE USE OR INABILITY TO USE THE WEBSITE OR SERVICES; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, PARTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED THROUGH THE WEBSITE OR SERVICES; (3) ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS, SPECIFICATIONS, TOLERANCES OR DATA; (4) YOUR PARTS; OR (5) ANY OTHER MATTER RELATED TO THE WEBSITE AND SERVICES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY.

10.2. Cap on Liability:

UNDER NO CIRCUMSTANCES WILL NEW ERA BE LIABLE TO YOU FOR MORE THAN THE AMOUNT RECEIVED BY NEW ERA FROM YOU UNDER A GIVEN ORDER FOR ANY CLAIM RELATING TO A GIVEN ORDER.



### 10.3. Exclusion of Damages:

CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS. 10.4. Basis of the Bargain. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN NEW ERA AND YOU.

## 11. RELEASE OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT THE PARTS AND THEIR MANUFACTURE, ARE BASED ON SPECIFICATIONS PROVIDED BY YOU. ACCORDINGLY, YOU AGREE THAT UNDER NO CIRCUMSTANCE WILL NEW ERA BE LIABLE FOR ANY DAMAGE OR LIABILITY RESULTING FROM ANY PART, INCLUDING ANY PART DEFECT RESULTING FROM THE MANUFACTURE OF A PART IN ACCORDANCE WITH THE SPECIFICATIONS. You hereby release New Era and its affiliates, and their officers, directors, employees, agents, consultants, and Partners and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death and property damage, that is either directly or indirectly related to or arises from Your Part(s), excluding any material defects in any Part(s) solely caused by the acts or omissions of New Era. If you are a California resident, you hereby waive California Civil Code Section 1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor".

## 12. TERM AND TERMINATION

### 12.1. Term:

This Agreement commences on the date when You accept it (as described in the preamble above) and remains in full force and effect while You use the Services, unless terminated in accordance with the terms herein.

### 12.2. Termination of Services by You:

Subject to the terms of Section 3.1, if You want to terminate the Services provided by New Era, You may do so by (a) notifying New Era at any time and (b) Closing Your Account for all of the Services that You use. Your notice should be sent, in writing, to New Era's most current email address set forth at the time of the order placement by customer or the current year of cancelation whichever is earliest.





### 12.3. Termination of Services by New Era:

New Era has the right to, immediately and without notice, suspend or terminate this Agreement or Your use of the Website and Services (with or without cause), including if New Era becomes aware of any possible violations by You of this Agreement. In the event New Era determines, in its sole discretion, that You have breached any portion of this Agreement, New Era reserves the right to: (i) warn You via email (to any email address you have provided to New Era) that You have violated this Agreement; (ii) delete Content provided by You or Your agent(s) to the Website; (iii) notify and/or send Your Content to and/or fully cooperate with the proper law enforcement authorities for further action; and/or (iv) pursue any other action which New Era deems to be appropriate.

### 12.4. Effect of Termination:

Termination of any Service includes removal of access to such Service and barring of further use of the Service. Termination of all Services also includes deletion of Your password and all related information, files and Your Content associate with or inside Your Account. New Era will not have any liability whatsoever to You for any suspension or termination, including deletion of Your Content. All provisions of this Agreement which by their nature should survive, shall survive termination of the Services, including without limitation, ownership provisions, warranty disclaimers, payment obligations, indemnification obligations and limitation of liability.

## 13 MISCELLANEOUS

### 13.1 Electronic Communications:

The communications between You and New Era use electronic means, whether You visit the Website or send New Era e-mails, or whether New Era posts notices on the Website or communicates with You via e-mail. For contractual purposes, You "Customer/ Buyer"(1) consent to receive communications from New Era in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that New Era provides to You electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect Your statutory rights.

### 13.2 Linked Sites:

The Website may provide links or access to third party content, websites, or services. New Era does not endorse any third-party content, websites, services, or systems, or guarantee their quality, accuracy, reliability, completeness, currency, timeliness, noninfringement, merchantability, or fitness for any purpose. Third-party content, websites, services, or systems are not under New Era's control, and if You choose to access any such content, websites, or services, or to access the Website from such systems, You do so entirely at Your own risk. You acknowledge that You may be required to accept terms of use applicable to third party content, websites, services, or systems and agree to accept and comply with any such terms of use. The Website may integrate with social networking services. You understand that New Era does not control such services and is not liable for the manner in which they operate. While we



may provide You with the ability to use such services in connection with the Website, New Era is doing so as an accommodation and, like You, is relying upon those services to operate properly and fairly.

### 13.3 Assignment:

This Agreement, and Your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by You without New Era's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

### 13.4 Force Majeure:

Neither party shall be liable for any delay or failure to perform (excluding payment obligations) resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, pandemics, government-ordered shutdowns, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

### 13.5 Questions, Complaints, Claims:

If You have any questions, complaints or claims with respect to the Website or Services, please contact us at: [Sales@newera-usa.com](mailto:Sales@newera-usa.com). We will do our best to address Your concerns. If You feel that Your concerns have been addressed incompletely, we invite You to let us know for further investigation.

### 13.6 Limitations Period:

YOU AND NEW ERA AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE WEBSITE OR THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

### 13.7 Arbitration Agreement; Class Waiver; Waiver of Trial by Jury:

Please read this Section 13.6 ("Arbitration Agreement") carefully. It is part of Your contract with New Era and affects Your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER. (a) Applicability of Arbitration Agreement. All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with this Agreement or the use of any product or service provided by New Era that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. This Arbitration Agreement applies to You and New Era, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under this Agreement. (b) Notice Requirement and Informal Dispute Resolution. Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute ("Notice") describing the nature and basis of the claim or dispute, and the requested relief. A Notice to New Era should be sent to: [Sales@newera-usa.com](mailto:Sales@newera-usa.com). After the Notice is received, You and New Era will attempt to resolve the claim or dispute informally. If You and New Era do not resolve the claim or dispute within 30 days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled. (c) Arbitration Rules. Arbitration shall be initiated



through the American Arbitration Association (“AAA”), an established alternative dispute resolution provider (“ADR Provider”) that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of this arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with this Agreement. The AAA Commercial Arbitration Rules governing the arbitration are available online at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by one to three, neutral arbitrators, at the discretion of New Era. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in Wilmington, Delaware, unless the parties agree otherwise. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs (including attorney’s fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider. (d) Additional Rules for Non-appearance Based Arbitration: If non-appearance arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties. (e) Time Limits. If You or New Era pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim. (f) Authority of Arbitrator. If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of You and New Era, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and this Agreement. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon You and New Era. (g) Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in court and are subject to very limited review by a court. In the event any litigation should arise between You and New Era in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND NEW ERA WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge. (h) Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE BUYER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER BUYER OR USER. If, however, this waiver of class or consolidated actions is deemed invalid or unenforceable with respect to a particular



claim or dispute, then notwithstanding anything to the contrary in this Arbitration Agreement or Agreement, neither You or New Era is entitled to arbitration of such claim or dispute. Instead, all such claims and disputes will then be resolved in a court as set forth in Section 13.6(n). (i) Severability. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect. (j) Right to Waive. Any or all of the rights and limitations set forth in this Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or effect any other portion of this Agreement. (k) Survival of Agreement. This Arbitration Agreement will survive the termination of Your relationship with New Era. (l) Small Claims Court. Notwithstanding the foregoing, either You or New Era may bring an individual action in small claims court. (m) Emergency Equitable Relief. Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement. (n) Courts. In any circumstances where the foregoing Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within Montgomery County, Maryland for such purpose.

13.8 Governing Law. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of Maryland, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

13.11 Waiver:

Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. 13.12 Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

13.13 Entire Agreement:

This Agreement are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter. Unless otherwise specifically agreed to by the parties, in the event of any conflict between the terms of this Agreement, the General Terms, or any order for Parts, the order of precedence is as follows: (i) Manufacturing Standards; (ii) this Agreement; (iii) the General Terms; and (iv) the order for Parts. Unless otherwise specifically agreed in a writing by the parties, the parties acknowledge that the preprinted provisions on the reverse side of any quotation, order, acknowledgement or invoice will be deemed deleted and of no effect whatsoever.

----- END OF DOCUMENT-----