

Terms and Conditions

Agreement between User and www.highaltitudemanufacturing.org

Welcome to www.highaltitudemanufacturing.org. The www.highaltitudemanufacturing.org website (the "Site") is comprised of various web pages operated by High Altitude Machining llc ("HAM"). www.highaltitudemanufacturing.org is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of www.highaltitudemanufacturing.org constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

www.highaltitudemanufacturing.org is an E-Commerce Site.

We provide this website for the intended use of offering machining services to you the customer.

Electronic Communications

Visiting www.highaltitudemanufacturing.org or sending emails to HAM constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Children Under Thirteen

HAM does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use www.highaltitudemanufacturing.org only with permission of a parent or guardian.

Cancellation/Refund Policy

After receiving a PO, any orders canceled after 3 business days require the customer to compensate HAM for time and materials spent on said orders. The minimum charge will be 15% of order value.

Products will be made to provided documentation such as solid models and blue prints, Any requested changes to files after Confirmation of PO must be documented on new revisions or redlined drawings, If the production process has already started and the customer requests a change to production process, we will make a decision to either halt the production process and requote parts or continue production and quote rev change/red line as a new job.

Any discrepancies with parts must be reported within 4 weeks of completion of order. We will not accept any refund requests after this time frame.

Links to Third Party Sites/Third Party Services

www.highaltitudemanufacturing.org may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of HAM and HAM is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. HAM is providing these links to you only as a convenience, and the

inclusion of any link does not imply endorsement by HAM of the site or any association with its operators.

Certain services made available via www.highaltitudemanufacturing.org are delivered by third party sites and organizations. By using any product, service or functionality originating from the www.highaltitudemanufacturing.org domain, you hereby acknowledge and consent that HAM may share such information and data with any third party with whom HAM has a contractual relationship to provide the requested product, service or functionality on behalf of www.highaltitudemanufacturing.org users and customers.

No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use www.highaltitudemanufacturing.org strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to HAM that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of HAM or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. HAM content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of HAM and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of HAM or our licensors except as expressly authorized by these Terms.

International Users

The Service is controlled, operated and administered by HAM from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the HAM Content accessed through www.highaltitudemanufacturing.org in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless HAM, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's

fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. HAM reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with HAM in asserting any available defenses.

Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and HAM agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Liability Disclaimer

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HIGH ALTITUDE MACHINING LLC AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF

OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF HIGH ALTITUDE MACHINING LLC OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

Termination/Access Restriction

HAM reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Oregon and you hereby consent to the exclusive jurisdiction and venue of courts in Oregon in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and HAM as a result of this agreement or use of the Site. HAM's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of HAM's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by HAM with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and HAM with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and HAM with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

HAM reserves the right, in its sole discretion, to change the Terms under which www.highaltitudemanufacturing.org is offered. The most current version of the Terms will

supersede all previous versions. HAM encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

HAM welcomes your questions or comments regarding the Terms:

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Effective as of December 01, 2022