



1. Acceptance Of Purchase Orders:

- a. Sales of any goods or any related services (collectively, "Products") referenced in Customer's written Purchase Order to Cutting Edge Manufacturing ("Purchase Order") is expressly conditioned upon the terms and conditions set forth below.
- b. Any amendment, change order, revision, or termination to an already-accepted Purchase Order shall be subject to acceptance by an authorized representative of Cutting Edge Manufacturing ("CEM").

2. Proprietary Information:

- a. For the term of Customer's Purchase Order, CEM and Customer, to the extent of their right to do so, may exchange proprietary and/or confidential information not generally known to the public ("Proprietary Information"), only to the extent and as reasonably required to perform its obligation hereunder.
- b. Any document marked "Confidential" or "Proprietary" and all copies made of any such document shall be destroyed by Recipient.
- c. Neither CEM nor Customer shall be liable for any disclosure if the data:
- d. is generally available to the public (or becomes so) without breach of by Recipient.
- e. was available to Recipient on a non-confidential basis from a source that had the right to disclose such information.
- f. was rightfully in the possession of Recipient prior to receipt from Owner; or
- g. was independently developed without use of Owner's Confidential Information.
- h. No license to a party, under any trademark, patent, copyright, mask protection right or any other intellectual property right, is either granted or implied by the conveying of Proprietary Information to such party.

3. Prices, Taxes:

- a. The price set forth in CEM's Quotation ("Price") are in United States Dollars.
- b. Nothing set forth in Customer's Purchase Order shall modify or amend the quoted Prices, quantities, and/or the scope of Products offered, unless such modification or addition is agreed to in writing by CEM prior to the Purchase Order.
- c. The prices are exclusive of any taxes (including, without limitation, sales, use, value added, goods and services, business, property (real or personal, tangible or intangible), license, documentation, registration, import, export, excise, franchise, stamp, or other tax), custom fees or tolls, levy, impost, withholding, fee, duty or other charge of any nature imposed by any governmental authority or other tax authority in any jurisdiction, and any and all fines, penalties, additions to tax, interest and other charges relating thereto (collectively, "Taxes").
- d. All Taxes shall be paid by Customer in addition to the Price. If any payment by the Customer is subject to withholding tax, the Customer agrees to increase the amount of any payment which is subject to a withholding or pay an additional amount as is necessary to ensure that CEM receives the same amount it would have received if there had been no withholding. Customer shall deliver any certifications and other documents required to demonstrate eligibility and to benefit from any exemption or other relief from any Tax.

4. Payment:

- a. Customer shall pay for all Products completed in accordance with the terms listed on the CEM's Invoice.
- b. CEM reserves the right to assess interest on any late payments from the date due until receipt of payment in full at the lesser of (a) one percent per month compounded monthly, or (b) the maximum rate permitted by law, and to charge Customer for any collection or litigation expenses, including reasonable attorney's fees incurred by CEM in the collection of late payment.
- c. In addition to any remedies under law, CEM may at its sole discretion suspend future deliveries or services until all delinquent payments due are received.
- d. CEM may require an advance payment or milestone payments prior to beginning performance of the Purchase Order.

5. Inspections And Certifications:

- a. When required, certifications will be charged at the rate of \$10 per certification (Material or Processing).
- b. Basic documented inspection reports will be charged \$35 per report.
- c. More detailed inspections will be quoted upon request.

6. Delivery, Title, And Risk of Loss:

- a. CEM's quoted delivery schedule represents its best estimate and is based on current schedules and workload. CEM shall have no liability for delay or any damages or losses sustained by Customer as a result of such estimate not being met. Partial deliveries shall be permitted.
- b. If Customer fails to pick up the Products within one (1) month of invoice date or fails to provide a proper charge account for shipping costs, CEM reserves the right to charge the Customer storage costs at a rate of \$50 per month.



**Cutting Edge
Manufacturing, Inc.**

FM 02-04

Quote/Order Acknowledgement Terms and Conditions

Form Rev. 7/13/2022

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Description	Approval	Revision
Initial Release	Marc Del Zotto, Rob Scarla, Del Holder	7/13/2022