

GENERAL TERMS AND CONDITIONS OF SERVICES

The following terms and conditions shall apply to any sale of Goods by LEADING EDGE FABRICATING, INC (the "Company"), a Michigan Corporation, having a place of business at 5315 Industrial Park Drive, Montague, MI 49437.

STANDARD TERMS AND CONDITIONS OF SALE

- 1. Prices:** All prices are based on the quantities quoted and any change in the quantities and scope of work may affect the price.
- 2. Responsibilities of the Buyer:** The Buyer is responsible for providing clear, detailed written work instructions, providing timely payments, providing any materials or drawings needed, for external secondary operations, and for the goods once they have left the Company.
- 3. Responsibilities of the Company:** The Company is responsible for providing a quote for prospective orders, the protection of intellectual and physical property while it is at the Company, for requesting approval before beginning a job, completing the job in a timely manner, and providing materials if requested by the Buyer.
- 4. Delivery Date:** All scheduled delivery dates are estimates based on a normal workload and all deliveries are subject to change without liability to the Company. The Company shall not be held liable for extensions of time due to changes to scope of work by the Buyer, material availability, faulty drawings, unclear work instructions, or no payment.
- 5. Warranty:** The Company warrants its Goods to be free from defects in workmanship except when Goods have been modified following delivery. Buyer accepts Company's design and material selection and specifications in written work instructions in placing an order unless other specifications are agreed to in writing by both parties prior to the manufacture of Goods by Company.
- 6. Limitation of Liability.** Company's liability under its warranty is expressly limited to the repair, replacement, or refund of the invoice price of Goods. If repair or replacement to completed work is requested, then the Company will repair or replace the Goods after review and acceptance of the request.
- 7. Indemnity:** Buyer shall indemnify and hold Company harmless from and against all claims and causes of action for damages and expenses of every kind and connected with the product.
- 8. Terms of Payment:** Payment shall be made to Company at its location in Montague, MI, or as directed by the Company and shall be due and payable as set forth on the face of the Company's invoice. The Company has the right to determine if the order will be paid in increments, when the order is complete, or after completion. Terms shall be cash on delivery until credit history has been established.
- 9. Shipment:** Unless otherwise specified herein, all shipments are F.O.B. Montague, MI. No claims for shortages, damages, or failure in delivery, whether by common carrier, parcel post, or otherwise, may be made by the Buyer against the Company.
- 10. Cancellations and Return of Goods:** No purchase order with respect to which the Company or customer has issued or indicated a sales confirmation may be canceled without the express written consent of the Company, upon cancellation or suspension at the request of the Buyer, and acceptance by the Company. In addition, the Buyer shall also reimburse the Company for any extraordinary costs and other expenses attributable to such suspension or cancellation. The Company reserves the right to stop work or cancel an order with notice given to the Buyer.
- 11. Packing and Shipping Charges:** Prices include applicable packing and shipping charges plus insurance when specified by the Buyer for Goods destined within continental limits of the United States excluding Hawaii and Alaska.

12. Miscellaneous: The submission of a quotation by the Company in response to Buyer's request does not constitute an expression of Acceptance of any term or condition which may have been set forth in Buyer's request.

13. Invoice: Where the Company does not issue either a quotation or a sales confirmation and ships Goods pursuant to Buyer's purchase order, such sales shall be subject to Company General Terms and Conditions of Sale as set forth on the Company's invoice.

By placing an order with the Company, the Buyer agrees to these Terms and Conditions available on www.leadingedgefab.com as of 10/04/2023.