

Purchase Order Terms and Conditions

1.0 General Terms and Conditions

1.1 The terms and conditions on the face of this purchase order or on additional sheets attached to the purchase order and incorporated herein shall supersede the terms and conditions below only to the extent they are not consistent with these terms and conditions.

2.0 Expiration of Order

2.1 This purchase order will expire if not accepted by Seller within ninety (90) days of the date appearing on the facing page or if 3-D withdraws this purchase order by notice to Seller before Seller's acceptance.

3.0 Acceptance of Purchase Order

3.1 This order is 3-D Engineering's offer to Seller for the materials specified or the work to be performed hereunder and together with any attachments specifically incorporated herein by reference, contains the entire agreement between 3-D Engineering and Seller with respect to such materials or work, and supersedes any other agreements or understanding made to the date hereof. This offer shall become a Contract on the terms and conditions stated herein when it is accepted by Seller either accepts it by acknowledgement or performance. No change, modification, or revision of this order shall be valid unless in writing signed by 3-D Engineering.

4.0 Packing and Shipping

4.1 All items must be suitably packed and prepared for shipment to secure lowest transportation rates and comply with carrier regulations, otherwise the difference in packing, crating and cartage, as the case may be, will be charged to Seller. 3-D Engineering will pay no charges for packing, crating or cartage unless stated in the order. All shipments to be forwarded on one day via one route must be consolidated.

5.0 Delivery

5.1 Deliveries shall be strictly in accordance with the schedule set out or referred to in the order and in exact quantities. If Seller's deliveries will not meet such schedule 3-D Engineering may request Seller to ship via routing necessary to meet schedule or recover time lost by not delivering on schedule, and the difference between revised routing and order routing costs shall be paid by Seller. Time is of the essence and failure by Seller to complete delivery within the time specified shall, at 3-D Engineering's option without liability, in addition to 3-D Engineering's other rights and remedies, relieve 3-D Engineering of any obligation to accept and pay for any such material or work.

6.0 Invoices and Payment

6.1 Unless otherwise provided in this order, no invoices shall be issued nor payments made prior to delivery. Individual invoices must be issued for each shipment under this order. Unless freight and other charges are itemized, any discount will be taken on full amount of invoice. All payments are subject to adjustment for shortage or rejection.

7.0 Warranties

7.1 Seller warrants: (a) all items delivered under this order will be free from defects in material and workmanship, will conform to applicable specifications and drawings and, to the extent such items are not manufactured pursuant to detailed designs furnished by Buyer, will be free from defects in design and suitable for the intended purposes; (b) unless otherwise stated on the face of this order, all items delivered under this order are new. (c) All materials herein described and the sale thereof do not, and the use of the same from their intended purposes will not, constitute infringement or contributory infringement of any patent, copyright or trademark, or violation of any trade secret; and (d) in the performance of this order. Seller has complied or will comply with all applicable Federal, State, and local laws and ordinances and all lawful orders, rules and regulations hereunder. These warranties are in addition to and shall not be construed as restricting or limiting any warranties of Seller, expressed or implied, which are provided or exist by operation of law. The Warranties of Seller, together with its service warranties and guarantees, if any, shall run to 3-D Engineering and its customers.

8.0 Inspection

8.1 All items are subject to final inspection and acceptance by 3-D Engineering at destination, notwithstanding any prior payment or inspection at source, and such inspection shall be made within a reasonable time after delivery. Acceptance of any items by 3-D Engineering shall not be deemed to alter or affect the obligations of Seller or the rights of 3-D Engineering and its customers under the Warranties clause.

9.0 Rejection

9.1 3-D Engineering shall notify Seller if any items delivered hereunder are rejected and at 3-D Engineering's election and Seller's risk and expense, such items shall be held by 3-D Engineering or returned to Seller. Seller shall make no replacement of defective items unless agreed to in writing by Buyer.

10.0 Changes

10.1 3-D Engineering may at any time by written notice make changes within the general scope of this order to drawings and specifications, shipping instructions, quantities, and delivery schedule. Should any such change increase or decrease the cost of, or the time required for, performance of the order, an equitable adjustment in the price and/or delivery schedule will be made. Any claims for adjustment by Seller must be made within thirty (30) days from the date the change is ordered or within such additional period of time as may be agreed upon.

11.0 Title and Risk of Loss

11.1 Unless otherwise provided in this order, Seller shall have title to and bear the risk of any loss of or damage to the items purchased hereunder until they are delivered in conformity with this order at the FOB point specified on the face hereof, and upon such delivery title shall pass from Seller to 3-D Engineering. At this point, Seller's responsibility for loss or damage shall cease except for loss or damage resulting from Seller's negligence or failure to comply with this order. Passing of title upon such delivery shall not constitute acceptance of the items by 3-D Engineering.

11.2 Unless otherwise provided in this order, Seller upon delivery to it or manufacture or acquisition by it, of any materials; parts, special tooling or other property, assumes the risk of and shall be responsible for any loss thereof or damage thereto. Seller, in accordance with the provisions of this order, but in any event upon completion thereof, shall return such property to 3-D Engineering in the condition in which it was received except for reasonable wear and tear and except to the extent that such property has been incorporated in items delivered under this order, or has been consumed in normal performance of work under this order. If Seller is furnished 3-D Engineering owned Property for use in connection with this order, Seller shall comply with the provisions of written or verbal agreed use and treatment of that property.

12.0 Use of Designs, Data, Etc

12.1 Seller agrees that it will keep confidential the features of any equipment, tools, gauges, pattern, designs, drawings, engineering data or other technical or proprietary information furnished by 3-D Engineering and use such items only in the production of items under this order or other orders from 3-D Engineering.

13.0 Notice of Labor Dispute

13.1 Whenever Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this order, Seller shall immediately give notice thereof, including all relevant information with respect thereto, to 3-D Engineering. Seller shall require of any subcontractor of any material or work hereunder the same or substantially the same obligation as that contained herein.

14.0 Clearance of Material Intended for Public Release

14.1 No news release, advertisement, public announcement, denial or confirmation of same relating to any part of the subject matter of this order or any phase of any program hereunder shall be made directly or indirectly without prior written approval of 3-D Engineering.

15.0 Subcontracting or Assigning

15.1 Neither this order nor the obligations of Seller hereunder shall be subcontracted, assigned or delegated by operation of law or otherwise without 3-D Engineering's prior knowledge and written consent.