

## **Terms and Conditions for CNC Machining Services**

(Terms and Conditions Attached to Quotes Supersede these Terms)

Versicor Precision (VP) is committed to delivering quality machining services that meet your needs within the quoted timelines. These Terms and Conditions are designed to establish clear expectations and streamline project execution. Any exceptions must be agreed upon in writing on a case-by-case basis.

### **1. Lead Times**

Lead times are estimated and not guaranteed. Once a Purchase Order (P.O.) is received, current lead times will be confirmed to the customer. Delays due to force majeure, supply chain issues, or customer-related factors may result in adjusted timelines.

### **2. Pricing**

Prices are valid for 14 days from the date of quotation and are based on information provided at the time of quoting. Pricing is subject to adjustment for changes in quantity, batch size, delivery frequency, or material costs exceeding 10% or \$1,000. Any modifications to scope or specifications may require re-quoting.

### **3. Purchase Orders (P.O.)**

A written Purchase Order is required for all work to commence unless otherwise agreed in writing. In lieu of a Purchase Order, payment of any invoice issued by Versicor Precision, including partial, progress, or deposit payments, shall constitute authorization to proceed and the Customer's acceptance of these Terms and Conditions, including all non-refundable deposit and cancellation provisions herein.

Work will not begin until requirements, pricing, and scope are finalized and all customer-provided materials (e.g., CAD files, drawings, or specifications) are received. Any changes to a project after authorization, whether by Purchase Order issuance or invoice payment, shall require reevaluation and may result in a revised quotation, schedule adjustment, or additional charges.

### **4. CAD Files and Drawings**

Accurate and reliable CAD models and drawings must be supplied by the Customer. Versicor Precision is not responsible for errors in supplied CAD files or discrepancies between CAD and drawing files. Both files must match for production to proceed. Errors discovered during production will incur additional charges on a 'time and materials' basis. Errors discovered post-production will obligate the Customer to purchase the parts at the quoted price.

### **5. Customer Delays and Holds**

Delays caused by incomplete or inaccurate information, or other Customer-related issues, may result in additional charges, including machine setup costs if the job is removed from production. A revised delivery timeline will be established only after additional charges are approved via P.O. revision.

### **6. First Article Inspection (FAI)**

FAI reports are available upon request and will be quoted separately or included in the project cost. FAIs requested after a quote will incur a \$250 per part charge.

### **7. Expedited Orders and Minimum Charges**

Expedited services are available upon request and will incur additional charges. Minimum charges may apply for expedited projects, including outsourced services (e.g., heat treating, anodizing, plating, third-party certification, etc.).

### **8. Cancellation Clause**

Orders may be canceled or deliveries deferred only if the Customer assumes immediate liability for all work completed or in progress, including but not limited to engineering, programming, tooling, setup, machine time, testing, material procurement, and third-party services.

Kickoff deposits, progress payments, or advance payments are non-refundable once engineering, process development, testing, tooling, programming, machine setup, or third-party services have commenced.

Charges will be calculated at the time of cancellation or deferment based on work completed and costs incurred to date.

#### **9. Delivery and Shipping**

Shipping is the Customer's responsibility unless otherwise agreed in writing. Versicor Precision is not liable for delays caused by carriers, suppliers, or factors beyond its control (e.g., acts of God, embargoes, riots).

#### **10. Taxes and Duties**

All applicable sales, use, or customs taxes are the responsibility of the Customer.

#### **11. Claims**

Claims for shortages or defects must be made within 5 business days of receipt of goods. No claims will be honored for parts that the Customer has further processed, altered, or damaged during return shipment.

#### **12. Tooling and Fixtures**

Tools, dies, and fixtures developed for production are proprietary to Versicor Precision. Payment for such items does not transfer ownership or usage rights to the Customer.

#### **13. Patents and Intellectual Property**

Versicor Precision assumes no liability for patent infringement claims arising from designs or specifications provided by the Customer. The Customer agrees to indemnify and hold the Provider harmless in such cases.

#### **14. Warranty**

Versicor Precision warrants that parts will conform to the Customer's supplied drawings and specifications. No warranty, express or implied, is provided for fitness for use beyond the stated conformance. Liability is limited to repair, replacement, or refund, at Versicor Precision's discretion.

#### **15. Limitation of Liability**

Versicor Precision's liability is limited to the amount invoiced for the specific project. Under no circumstances will Versicor Precision be liable for indirect, special, or consequential damages.

#### **16. Recovery of Costs**

In the event of legal action related to this agreement, the prevailing party is entitled to recover attorney fees and court costs.

#### **17. Governing Law and Venue**

This agreement shall be governed by the laws of the State of Michigan. Any disputes shall be resolved in Oakland County, Michigan.

#### **18. Entire Agreement**

These Terms and Conditions, together with any applicable quotation, invoice, or written agreement issued by Versicor Precision, constitute the entire agreement between the parties and supersede all prior or contemporaneous communications, representations, or agreements, whether written or oral.

Any additional or conflicting terms proposed by the Customer, including those contained in purchase orders, acknowledgments, or other documents, are expressly rejected unless specifically accepted in writing by an authorized representative of Versicor Precision.

Issuance of a Purchase Order or full or partial payment of any invoice shall constitute the Customer's acceptance of these Terms and Conditions.

Amendments or modifications to this agreement must be made in writing and signed by both parties.