

Terms and Conditions for Use of Intermountain 3D, Inc. Service Bureau

General Provisions

These terms and conditions coupled with any quote that you accept form a legally binding contract between you (Customer) and Intermountain 3D, Inc. You are deemed to have accepted this Agreement without modification upon acceptance of a service bureau quote or by submitting an order to Intermountain 3D, Inc.

Customer Responsibilities

As our Customer, you are solely responsible for ensuring that the specifications and other information you submit in your service bureau order is accurate and complete. YOU MAY NOT AMEND OR MODIFY THE SPECIFICATIONS after work on the order HAS COMMENCED. If Customer needs to make a modification, Intermountain 3D will endeavor to comply, provided that work on the order has not yet started at the time of the request. Additional cost may be required if changes or modifications are submitted after work on the order has commenced.

Warranty

All products (manufactured or designed) produced and sold by Intermountain 3D are warranted to conform with such specifications as mutually agreed upon by the parties. In the event that, within three (3) business days of your receipt of the product, you shall determine that any product is not in conformity with such specifications, you shall return such product to Intermountain 3D for analysis. We will have five (5) business days to complete our analysis of such product. If the product does not meet the agreed upon specifications, Intermountain 3D shall, at our sole option, either (i) replace such product with a corresponding product that meets such specifications, or (ii) accept for return such product for credit or refund.

THE FOREGOING WARRANTIES ARE IN LIEU OF ANY OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSES, EACH OF WHICH IS HEREBY DISCLAIMED.

Limitation of Liability

Intermountain 3D will not be responsible to you for consequential, exemplary or incidental damages (such as loss of profit or employee's time) regardless of the reason. In no event shall the liability and/or obligations of Intermountain 3D arising out of the purchase of products by you or others exceed the purchase price of the products.

Title, Risk of Loss and Delivery

If conditions arise which prevent compliance with delivery schedules, Intermountain 3D will not be liable for any damage or penalty for delay in delivery, or for failure to give notice of delay. However, Intermountain 3D will use all reasonable efforts to give notice of delays. Delays will not be grounds for cancellation. If product is to be shipped or delivered electronically, delivery occurs Ex Works on the actual sending date, and title and the risk of loss transfer to you upon shipment.

Tooling

Unless otherwise agreed to by Intermountain 3D Inc., if any products that you order require tooling, that tooling will remain the proprietary property of Intermountain 3D Inc. Intermountain 3D Inc. will provide adequate tooling for the quantity specified in the order. Any costs related to the tooling will be your responsibility. Future orders submitted for similar products may require new tooling and related costs.

Other

- A. This Agreement shall be governed and construed in accordance with the laws of the state of Idaho without regard to conflicts of laws or provisions thereof.
- B. Both Intermountain 3D Inc. and the Customer will comply with all laws applicable to the Agreement
- C. All notices given under the Agreement will be effective when received in writing.
- D. Changes to the Agreement must be in writing and must be signed by both parties

