

Last updated: 01 November 2024

Any customer ordering custom-made metal or plastic parts will be referred as "Customer", VFF-Metal Processing LLC and partners, will be referred as "Seller", "Customer" and "Seller" are collectively referred to as the "Parties" and separately as the "Party" in this document.

Seller's agent/office located at 5661 Telegraph Rd, Ste 4B, St. Louis MO 63129-4275

By accepting this document, THE CUSTOMER AGREES TO THE FOLLOWING TERMS AND CONDITIONS.

## 1. Quotations

Quotations are issued electronically to the Customer provided e-mail based on Customer drawings, specifications, and the description of needs. Quotations include the prices for materials, manufacturing, packaging, all applicable taxes (including VAT) and shipment of the goods and are valid for a maximum of 30 days from the date on the quotation issuance. If the drawings, specifications, and the description of needs are changed in any way by the Customer or if the costs are increased in any way because of the changes to the original order requested by the Customer, the Seller reserves the right to issue an updated quotation. Once reviewed, the quotation is accepted by the Customer electronically by clicking on the button "Accept" at the top of the quotation. Once the quotation is accepted by the Customer, the invoice is sent electronically to the Customer's e-mail for payment. The invoice must be paid in full within 7 business days otherwise it becomes void. Once the payment is received by the Seller, the order is placed, and it is binding to both Parties.

## 2. Changes to drawings, designs, specifications

The Customer is responsible for quality of and correct measurements in their drawing or designs and for the selection of materials for the custom parts. All changes to drawings, designs, specifications, description of needs can be made until the order is placed. Once the order has been placed, the manufacturing begins immediately and your custom-made parts cannot be refunded, returned or exchanged. The Seller understands that with every new design, there may

come design flaws that might have been overlooked and that's why we allow changes to already initiated project for an additional cost. In this case, the Customer pays for already completed part or product or a portion of the part or product and the Parties come to a new agreement for the altered design, new measurements, and cost. The Seller reserves the right to accept or deny any custom order or requested alterations after the work commences.

### 3. Manufacturing

Custom part manufacturing, quality control, packaging and storage take place at the facility owned by VFF-Metal Processing Ukraine, LLC and located at the following address:

Zaliznychna St., 5/3, Brovary, Kyiv Region, 07400, Ukraine

The lead time for all manufacturing activities is listed in the final quotation and depends on the complexity of the order.

### 4. Shipment

The Customer is responsible to providing the correct shipment address and receiving party name to the Seller. The specific shipment terms will be outlined in the quotation from the Seller. The Seller ships the manufactured custom parts from Ukraine to all addresses located in the continental US states and does not ship to the PO boxes. The Seller works with multiple shipment companies to ensure the best possible terms of delivery for each Customer. Delivery dates are determined by the shipment carrier(s) selected by the Seller and are shared with the Customer. The Seller is not responsible for delays caused by a shipment company but is required to inform the Customer of any changes in shipment and deliveries and the reasons for such.

The Customer must inspect all shipment(s) upon arrival. If the Shipment carrier delivers the parts to the Customer's address and nobody is available to accept the shipment or the shipment address is incorrect, the Seller is not responsible for the return shipment, storage, damage or loss of the parts and does not refund such returned orders.

## 5. Prices

The price for each custom part depends upon complexity of design, material type, additional treatments, precision requirements, speed of delivery and quantity. All prices are in US Dollars and include materials, manufacturing, packaging, all applicable taxes (including VAT) and shipment. The Seller reserves the right to change any price before the work commences in the event of any increase in material costs, taxes, duties, wages or exchange rates resulting in increased costs for the Seller. If the drawings, specifications, and the description of needs are changed in any way by the Customer or if the costs are increased in any way as a result of these changes to the original order requested by the Customer, the Seller reserve the right to issue an updated quotation.

## 6. Terms of payment

Orders are accepted with a 100% upfront payment of the Seller's final quotation. The Seller accepts credit and debit cards. Upon receipt of the payment, the Customer's custom metal work begins immediately.

## 7. Manufacturing warranties

The Seller warrants that all custom-made metal or plastic parts will be compliant with drawings, designs and specifications provided by the Customer. No additional warranties, expressed or implied, are given. The Seller is not responsible for the custom part fitness for a particular purpose.

## 8. Claims and returns

The Customer is obligated to inspect the ordered parts upon receipt. All package damages must be recorded on the shipment slip and provided to the Shipment carrier. If the defect(s) in respect to sub-standard material, sub-standard manufacture and/or deviation from the approved design are discovered, the Customer is obligated to submit a written complaint with the supporting photo(s) to the Seller's e-mail [support@vff-metalprocessing.com](mailto:support@vff-metalprocessing.com) within 14 days from the date of receipt of the part(s). If the Customer does not make such a notification within 14 days, he/she

loses the right to remediation. If the discovered defect(s) are due to the Seller fault (such as sub-standard material, sub-standard manufacture and/or deviation from the approved design), the Customer can request the Seller to re-manufacture the part(s), correct the defect(s) free of charge within a reasonable time or request a refund of the original payment. The Seller is not responsible for damage to goods caused by freight/shipment carriers or couriers, improper handling or installation by the Customer, acts of God, such as fire, flood, wind, and lighting, Customer's modifications to the original goods, physical abuse, misuse or improper storage.

The Customer understands that the ordered items are made-to-order, based on Customer approved drawings and specifications and are not returnable. Refunds are not allowed for the following reason: changing mind and no longer wanting the order, the order is requested to be canceled still within the lead-time after payment, second-guessing the design after original approval.

#### 9. Intellectual property

All drawings, photos and samples provided by the Customer are intellectual property of the Customer. All drawings, photos and samples provided by the Seller are intellectual property of the Seller. Technical and other information shared between the Parties, namely: samples, drawings, specifications, photos or designs are strictly confidential. If the Customer chooses another manufacturer for the custom-made drawings or designs made by the Seller, the Customer is obligated to receive a written approval from the Seller and the Seller reserves the right to invoice any costs connected with development of drawings, specifications, designs and samples to the Customer. If one of the Parties violates the terms outlined in this Intellectual Property Clause within a contract, the other party has the right to take legal action against them, including filing a lawsuit, and/or terminate the entire contract as a result of the breach.

#### 10. Force Majeure

The Seller cannot be held responsible for shortages or delays in delivery caused by war, riots, civil unrest, governmental intervention or intervention by another public authority, acts of God, fire, flood, machine damage, strike, lockout, export and/or import restrictions, shortage of labor, fuel

or any other reason, which lies out with the control of the Seller, and which causes delay or prevents manufacturing, or delivery of the goods ordered.

#### 11. Limitation of responsibility

The Seller cannot be held responsible for operational losses, losses in profit or other indirect losses resulting from product delay or shortages in delivery.

#### 12. Dispute resolution

All disputes between the Parties, which cannot be settled amicably, shall be settled in a US court applying US law. Any dispute shall be settled by arbitration.

#### 13. Other conditions

The Customer (its owners, beneficiaries, participants and employees) guarantees and confirms that they are not residents or citizens of the Russian Federation and the Republic of Belarus; are not ultimate beneficiary owners and owners of a significant portion of a legal entity located in the Russian Federation and the Republic of Belarus; are not participants of a legal entity located in the Russian Federation and the Republic of Belarus; do not have any relations with countries that have the status of "terrorist state" and "state sponsor of terrorism" and their residents; are not on the following sanctions lists: NSDC (National Security and Defense Council of Ukraine) sanctions, US Treasury Department (OFAC) sanctions list, Canada's Sanctions List, EU Sanctions List, Australia's Consolidated Sanctions List, Great Britain's Sanctions List, Japan's Sanctions List against the Russian Federation in connection with the events in Ukraine, Bureau of Industry and Security (BIS) Sanctions Lists of the US Department of Commerce; The Customer, its ultimate beneficiary owners and persons who have the right to the bank account and property are not included in the lists of persons connected with the conduct of terrorist activities or to whom international sanctions have been applied, or to whom separate sanctions of a separate state have been applied.