

Fast Plastic Parts LLC

Terms and Conditions

Fast Plastic Parts LLC subscribes to the standards set by the Society of the Plastics Industry, and the customer understands and agrees that he/she has read the Terms and Conditions, and that such Terms and Conditions are agreed to, included in and made a part of any Fast Plastic Parts Contract, and there are no warranties extended beyond the descriptions as read in the Fast Plastic Parts Terms and Conditions.

1. Price Quotes. Prices quoted are for a period of thirty (30) days. No contract will result unless and until an order, upon the Terms and Conditions set forth herein, is accepted by Fast Plastic Parts LLC. At any time prior to such acceptance, without notice, any quotation may be withdrawn.

2. Prepayment. Fast Plastic Parts LLC reserves the right to insist on full payment in cash prior to making any deliveries. Furthermore, whenever delivery is unreasonably delayed through any fault of the customer, or when the customer is delinquent in payment, or when in our opinion the financial condition of your account so warrants, we may at any time, without notice, refuse shipment, cancel unfilled orders and/or alter or suspend credit terms. In such case, we will not be liable for non-performance of contract, either in whole or in part.

3. Order Cancellation. Without the consent of Fast Plastic Parts LLC, orders placed may not be cancelled or revised after delivery to Fast Plastic Parts LLC, thereof; nor, may delivery of goods made up, or in process, be deferred beyond the date originally specified in the order.

4. Price Adjustment. The prices quoted are based upon continuous operation of molds, and for a single color, unless otherwise specified and agreed to in writing by Fast Plastic Parts LLC. If quantities are reduced below the original number ordered, or if a customer's shipping instructions or color instructions or other action causes a delay or reduction in the quantities to be run, or for other than the continuous operation of the molds, Fast Plastic Parts LLC's prices will be adjusted accordingly.

5. Quantity Delivered. Delivery of ten percent (10%) more or less than the quantity specified shall constitute fulfillment of the order, and any excess not exceeding ten percent (10%) must be taken and paid for by the customer.

6. Delivery Schedule. Fast Plastic Parts LLC will make reasonable efforts to fill orders within the estimated times; however, the customer realizes that the manufacture of any part may involve complications and delays not realized when quoting the part and for which, it is agreed, Fast Plastic Parts LLC assumes no responsibility. Unless specifically stated to the contrary, quotations are made and orders are accepted for delivery and billing of partial shipments, as soon as manufactured. Customer understands that Fast Plastic Parts LLC does not carry special molded parts in stock and that this may delay estimated time of delivery.

7. Mold and Tool Ownership. Customer understands that as a plastic fabricator, Fast Plastic Parts LLC has a lien on any die, mold, form, tool or pattern in its possession. Thus, customer agrees, that any die, mold, form, tool or pattern shall remain in Fast Plastic Parts Inc.'s plant. In the event customer desires to remove any of the above upon completion of order, customer shall have the right to remove them upon payment to the seller of all outstanding invoices. Customer agrees to give Fast Plastic Parts LLC Thirty (30) days advance notice of the date of removal, and all items on hand, of good quality, are to be paid for prior to removal. Customer understands that any mold used by Fast Plastic Parts LLC is the property of the customer, and customer assumes all liability regarding that mold, including maintenance, up-keep and loss through fire, water, or any other means except for Fast Plastic Parts LLC's gross negligence that is out of the ordinary course of business in the plastics industry.

8. Mold and Tool Maintenance. When molds and tools are furnished by customer, the customer agrees to pay or reimburse Fast Plastic Parts LLC for all reasonable costs of maintenance, including but not limited to, polishing or other reworking. Reimbursement will be at a rate of \$100 per hour.

9. Customer Materials. Customer understands that Fast Plastic Parts LLC is not responsible for drawings, samples or models left with Fast Plastic Parts LLC for more than thirty (30) days.

10. Shipment Ownership. All shipments F.O.B. Fast Plastic Parts LLC's plant. All shipments are made by insured carriers, and liability ceases when the carrier accepts the shipment from Fast Plastic Parts LLC. Customer agrees that all claims for breakage, damage and losses should be made directly to the transportation company.

11. Tolerances. Tolerances are to be the closer of (1) prevailing industry standards, or (2) the specifications on customer's drawings furnished at least ten (10) days prior to the beginning of work by Fast Plastic Parts LLC on customer's order.

12. Specification Changes. Changes in specification will be made only at the customer's direction and expense, and with Fast Plastic Parts LLC's consent. Customer agrees to telephone or fax Fast Plastic Parts LLC immediately if changes are to be made. Sample submitted will be deemed approved if written notice of rejection, stating the reasons therefore, is not received within two (2) weeks after the date of submission.

13. Warranty. While Fast Plastic Parts LLC is pleased to assist the customer with suggestions on design and materials, we cannot, and do not assume any responsibility for design or materials. Fast Plastic Parts will not be responsible for any loss, cost or damage resulting from or connected with the observation or use of any such suggestions. Even when Fast Plastic Parts creates CAD models for our customers, this is a collaborative activity between Fast Plastic Parts and its customer. The customer must approve the final designs. While Fast Plastic Parts may have special expertise in injection molding plastic parts, we do not understand all the requirements or application of the final product as intimately as the customer and responsibility for the final design rests solely with the customer. The customer shall conduct all testing and be solely responsible for all regulatory compliance and adequacy and for the safety and proper functioning of the designs, prototypes, models, etc. Fast Plastic Parts LLC warrants its finished parts to be free of defect in workmanship which renders such finished parts unable to meet the specifications of the order. THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Fast Plastic Parts LLC neither assumes nor authorizes any person to assume for it any other liability arising in connection with this order or for the finished parts herein described. Customer agrees that Fast Plastic Parts LLC's obligation under this warranty shall be and is limited solely, at Fast Plastic Parts LLC's option, to the repair or replacement of finished parts not in accordance with this warranty or to Fast Plastic Parts LLC's absorbing the cost of the finished parts, excluding tooling costs, in the event the parts produced by Fast Plastic Parts LLC fails to comply with the design criteria shown on customer's drawings. In no event shall Fast Plastic Parts LLC be liable to customer for any damages to person or property, including, but not limited to, actual, special, incidental or consequential damages beyond the repair or replacement of finished parts or absorbing the cost of such finished parts as stated herein above.

14. Lien. Customer agrees that Fast Plastic Parts LLC has a lien upon all of customer's property in Fast Plastic Parts LLC's possession for any account past due and unpaid by the customer, and Fast Plastic Parts LLC shall be entitled to sell or lease any or all such property for cash or credit or part cash and part credit, without notice, and out of the proceeds of such sale or lease to pay the cost thereof, including any sale or lease commissions, repair costs and reasonable attorney's fees, and to apply the net proceeds to the account of the customer who shall make good any deficiency. Fast Plastic Parts LLC shall have the further right, in the event a customer's account remains open and unpaid for a period of ninety (90) days to use the customer's molds and tools in any way necessary under the laws of the State of Colorado to satisfy unpaid lien. Customer understands and acknowledges the Lien Laws of the State of Colorado and agrees that with any purchase order, Fast Plastic Parts LLC is granted all of the rights under the said Lien Laws, and customer will take all reasonable action required for said lien to be wholly beneficial to Fast Plastic Parts LLC

15. Indemnity. Customer agrees to indemnify Fast Plastic Parts LLC against and hold Fast Plastic Parts LLC harmless from any attorney's fees and expenses incurred by Fast Plastic Parts LLC in enforcing any provision of this agreement, and from any loss, cost, damage or expense whatsoever resulting from any claim of patent, trademark, or copyright infringement by any product to which this order relates, from the use of any mold, fixture or other article furnished or specified by the customer, or from any process specified by the customer.

16. Force Majeure. Fast Plastic Parts LLC shall not be liable for any delay or non-performance caused in whole or in part by any act of God or the result of war, labor troubles, strikes, lock-outs, riots, fires, floods, storms, explosions, transportation failure, government embargos or interventions, failure or delay of manufacturers or persons from whom Fast Plastic Parts LLC is obtaining machinery, equipment, materials, supplies, tools or molds to deliver the same, or other causes beyond our control and affecting us, our manufacturing facility or other sources of supply, whether such other causes be of the classes herein specifically provided for or not.

17. Oral Statements. No oral statement or representation, or any change or amendment hereof not agreed to in writing by Fast Plastic Parts LLC, shall have any legal binding effect.

18. Tooling. Tooling purchased from Fast Plastic Parts LLC will be kept in satisfactory condition for production at our expense and held by us for the customer's work only, for the normal life of the mold. The normal life of the mold will be considered as terminated when the customer no longer accepts the parts produced from that mold because of defects caused by mold wear. At that time, Quotations will be submitted covering (1) the cost of reworking tooling or of replacing part or all of the mold as needed; or, (2) the additional cost of secondary operations.

19. Abandoned Projects. Customer agrees to reimburse Fast Plastic Parts LLC for any engineering or development time or expenses spent on projects later abandoned by customer. Reimbursement will be at a rate of \$100 per hour.

20. Law and Venue. All dealings between Fast Plastic Parts LLC and customer shall be interpreted in accordance with and be governed by the laws of the State of Colorado and venue for any case shall be in Colorado Springs, Colorado.

By placing or confirming an order with Fast Plastic Parts, the customer agrees to all terms stated herein. All persons entering into a contract do so with the express authority of the customer and customer agrees to be bound to the terms.