



DIMENSION WORKS
STANDARD TERMS AND CONDITIONS
Effective January 1, 2017

General Provisions

Read these Terms and Conditions (“Terms”) carefully before you, an individual or entity (“Buyer”), purchase a product or service (the “Product” or “Products”) from Dimension Works, LLC. BUYER ACCEPTS WITHOUT LIMITATION OR QUALIFICATION, ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT. Buyer and Seller shall be referred to individually as the “Party” and collectively as the “Parties”.

These terms and conditions coupled with any quote that you accept form a legally binding contract between you and Dimension Works, LLC (the “Agreement”) governing your use of the service. The terms described below are effective upon your submission of a quote request. You are deemed to have accepted this Agreement without modification upon the first time you request a quote. Additionally, we require you to expressly acknowledge your agreement to these terms prior to accepting our quote by submitting an order for service.

Customer Responsibilities

As our customer, you are responsible for all orders placed and for ensuring that all information provided in a quotation is accurate and complete.

Orders and Payments

Once you have obtained a quote, you may accept such quote and submit your order. The total fees for each order will include the applicable quote, all applicable taxes and all applicable shipping charges. To submit an order, you must pay all fees either (i) in advance or (ii) pursuant to such credit terms as pre-approved by Dimension Works. All payments will be made in U.S. Dollars.

Once you receive an electronic or other confirmation of your order, such order is binding on both you and Dimension Works and may not be cancelled except by mutual agreement. Dimension Works terms and conditions constitute the entire agreement between the parties. Dimension Works rejects any additional or inconsistent terms and conditions offered by the Customer at any time or in any acknowledgment or acceptance form, purchase order or other document used by the Customer and irrespective of Dimension Works acceptance of such order or payment from the Customer without need for such rejection to the Customer and any such additional or inconsistent terms and conditions shall not become part of Dimension Works terms and conditions unless in writing and signed by an Executive Officer of Dimension Works.

Title, Risk of Loss and Delivery

If conditions arise which prevent compliance with delivery schedules, Dimension Works will not be liable for any damage or penalty for delay in delivery, or for failure to give notice of delay. However,

Dimension Works will use all reasonable efforts to give notice of delays. Delays will not be grounds for cancellation. Delivery occurs on the actual shipping date, and title and the risk of loss transfer to you upon shipment.

Warranty

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCTS ARE PROVIDED "AS IS" WITHOUT ANY CONDITION OR WARRANTY WHATSOEVER FROM SELLER OTHER THAN THE WARRANTY(IES) PROVIDED BY THE MANUFACTURER OF THE PRODUCTS. THE ENTIRE RISK ASSOCIATED WITH THE USE, PERFORMANCE AND RESULTS OF THE PRODUCT RESIDES WITH BUYER. SELLER SPECIFICALLY DISCLAIMS ALL CONDITIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT WITH RESPECT TO THE PRODUCTS. SELLER MAKES NO WARRANTY THAT THE PRODUCT WILL BE ERROR FREE OR WILL FUNCTION WITHOUT INTERRUPTION.

Warranties provided by the Product manufacturer(s), as applicable to Buyer's purchase, are incorporated herein, and may be viewed at the respective manufacturer(s) website.

All services provided and sold by Dimension Works 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 Dimension Works 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, Dimension Works 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

Dimension Works 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 Dimension Works arising out of the purchase of services by you or others exceed the purchase price of the products.

Notwithstanding anything to the contrary, Buyer hereby acknowledges and agrees that Seller has no responsibility or liability for injury, loss, or damage caused by or alleged to have been caused by any decision made in reliance on the Product or the Seller web site.

IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR REVENUES, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF BUSINESS INFORMATION AND OTHER PECUNIARY LOSS AND COSTS OR LEGAL EXPENSES) INCURRED BY BUYER OR ANY THIRD PARTY, ARISING FROM OR RELATED TO THESE TERMS, INCLUDING WITHOUT LIMITATION THE PRODUCT, THE WEB SITE, OR USE THEREOF, HOWEVER CAUSED AND WHETHER BASED IN CONTRACT, STATUTE,

TORT (INCLUDING NEGLIGENCE), OR ANY OTHER THEORY OF LIABILITY, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S TOTAL LIABILITY TO BUYER OR ANY THIRD PARTY FOR ANY CLAIM OR DAMAGES UNDER THESE TERMS SHALL NOT EXCEED THE AMOUNTS PAID TO SELLER FOR THE PRODUCT TO THE EVENT GIVING RISE TO SUCH CLAIM OR DAMAGES. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE FOREGOING IS A REASONABLE ALLOCATION OF RISK.

CANCELLATION, RESTOCKING FEES, CREDIT CARD FEES

Due to the nature of the machines, the special manufacturing, made to order form of machinery, there is a Twenty Five Percent (25%) Cancellation Fee off the entire invoice amount, including the Ancillary Equipment, and Post Processing Equipment. This Cancellation Fee applies regardless of whether the machine was shipped, in transit, or at Buyer's facility but not yet installed.

There is a Twenty Five Percent (25%) Restocking Fee off the entire invoice amount, including Ancillary Equipment and Post Packaged material on all machines that have been returned within the 30-day period allotment under these Terms and Conditions Agreement. The Restocking fees cover the ready to order manufacturing costs, shipping, training, travel costs for Engineers/Technicians, installing, crating, initial fill material provided with machine, and the reduced value of the machine once it has been used.

In the event that the Buyer pays for the machine using a credit card, then the Buyer agrees that there will be a 4% credit card fee in addition to the 25% order cancellation or restocking fee.

Customer Indemnification

You agree to indemnify Dimension Works, LLC. from and against any and all claims and damages of any kind (including attorney's fees) resulting from your use of the Dimension Works service or from your breach of any provision of this Agreement.

Confidentiality

Dimension Works is committed to maintaining the confidentiality of the confidential information that you submit in connection with receiving a quote or ordering a product. We acknowledge and agree that any specifications or documentation, including .stl or other build files, that you submit may contain valuable proprietary information, ideas and expressions. Accordingly, Dimension Works will use a reasonable degree of care (and require that its employees use such care) to keep such confidential information confidential, and shall not use or disclose such confidential information except as required to perform services. The foregoing confidentiality obligation does not apply to information in our possession before your disclosure, information that is generally publicly available, information received by us from a third-party without a confidentiality obligation to you or to any disclosure of information required by law or court order. You recognize that Dimension Works provides similar services to others. We will not, however, use your confidential information in performing those services.

FABRICATION SERVICES

With respect to all information provided by Buyer to Seller for Seller's fabrication services (including but not limited to verbal disclosures, e-mails, paper documents, and/or electronic files of drawings, specifications, CAD (Computer Aided Design) files, and 3D (three dimensional) models), Buyer agrees that Buyer either owns any and all intellectual property rights or is licensed or otherwise authorized by the owner to provide said information to Seller. Further, Buyer affirms and agrees that Buyer is solely

responsible for any patent infringement or trademark infringement and/or claims related to such infringements that might arise from Buyer providing said information to Seller. Buyer agrees to hold Seller harmless in any and all such matters and that Buyer is solely responsible for any and all legal expenses that arise regarding such matters.

Dispute Resolution

Customer and Dimension Works shall endeavor to resolve any controversy, claim or dispute arising out of or relating to the Agreement, or the performance or breach thereof, by negotiation. Any claim that is not resolved by negotiation within thirty (30) days of notification shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The hearing locale will be held in the AAA office closest to Dimension Works corporate headquarters.

Other

A. The Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflicts of laws provisions thereof.

B. Both Dimension Works and 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.

E. Seller shall under no circumstances be liable for failure to fulfill its obligations under these Terms for delays in delivery due to acts of God, man-made or natural disasters, earthquakes, fire, riots, flood, material shortages, strikes, delays in transportation or inability to obtain labor or materials through its regular sources.

F. If any provision hereof should be held invalid, illegal or unenforceable in any jurisdiction, the Parties shall negotiate in good faith a valid, legal and enforceable substitute provision that most nearly reflects the original intent of the Parties and all other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to carry out the intentions of the Parties hereto as nearly as may be possible. Such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of such provision in any other jurisdiction.

G. These Terms and Conditions and the referenced documents represent the entire understanding relating to the purchase of the Products and prevail over any prior or contemporaneous, conflicting, or additional, communications.