

## **Prolean Standard Terms and Conditions of Sale**

(Terms and Conditions and notes included in quotations may supersede these terms)

Prolean is wholly devoted to quick lead times and quality parts. Our ability to continue to deliver quickly and competitively is dependent upon receiving accurate information in a timely manner from our customers. Our Standard Terms and Conditions exist to support our clients and reasonable expectations and support once fabrication has begun.

All quotes, purchase orders (submitted or received), and invoices (submitted or received) fall under the following Terms and Conditions:

**Pricing:** All prices are based off information provided to us during the RFQ process. Prices are valid for 30 days unless otherwise requested. Quoted prices are all-inclusive, meaning all units must be purchased to obtain the bulk rate. Prolean reserves the right to requote shortened quantities, changes in materials, color, finishing and/or process.

**Purchase Order:** All purchase orders are reviewed against our quotes for accuracy. Prolean is not responsible for changes made on Purchase Orders that are not reflected already in the quote. This includes, but is not limited to, changes in quantities, materials, color, finishing, requests for documentation (including inspection), material certifications, CoC or others.

**Fabrication:** The fabrication is based on 3D CAD drawing provided by customers, 2D drawings in PDF format will only be used for reference such as tolerances, threads, surface finishing etc. It is customer's responsibility to keep the consistency of detail between 2D and 3D drawings.

**Additional Quantities:** Customer agrees to accept additional quantities outside of purchase order when created by Prolean at no cost.

**Customer Supplied Data:** Prolean is not responsible for errors in customer provided data. Errors include misrepresented dimensions, mismatches in drawing and CAD, last minute changes to customer provided data, and broken or corrupted files.

**Customer Caused Delays:** Prolean is not responsible for missed lead times or deadlines due to customer caused delays and/or holds. These delays include, but are not limited to, material changes, questions regarding customer provided data, hardware sourcing issues and/or customer requested holds. In these events, Prolean will work to provide a new delivery date which should be reflected in an updated PO by the client.

**Expedite Charges:** Prolean can sometimes quote for expedited lead times at the client's

request. When expedited services are requested, additional labor charges and costs may apply from added labor, machine time and additional partner costs. If an expedite request occurs during a job in process, the Buyer agrees to assume the added costs.

Quality Claims: Prolean warrants that all materials are made to customer provided CAD/Drawings except in circumstances when noted or where tolerances are unachievable. Claims to material shortages must be made within seven days after receipt of order. Claims to re-work or correct materials must be made within two weeks of delivery. In order to receive credit for out of spec or faulty parts, the Buyer must return all pieces to Prolean at their expense. Prolean is not responsible for errors in customer provided data, including mismatches on drawings and/or CAD files. Prolean makes every effort to correct out of spec parts at their own expense though in circumstances where parts cannot be manufactured correctly.

Shipping/Delivery Methods: Prolean is not responsible for damages or delays caused during shipping or production due to the following reasons: accidents, equipment breakdowns, labor disputes, embargoes, supplier delays, government restrictions, riot or carrier delays. Bulk packaging is standard. The Buyer shall bear the expense of unforeseen packaging or handling costs.