

COLLINS MANUFACTURING CORP.

STANDARD TERMS AND CONDITIONS FOR CMC JOB SHOP (Collins Laser Ops “cyCLOps”) SERVICE AND PRODUCTS

ATTENTION: READ THESE TERMS CAREFULLY BEFORE ORDERING

THE STANDARD TERMS AND CONDITIONS OF COLLINS MANUFACTURING CORP. JOB SHOP (also known as Collins Laser Ops or cyCLOps) SERVICE AND PRODUCTS (hereafter CMC) ARE SET FORTH IN THIS DOCUMENT. READ THIS DOCUMENT CAREFULLY BEFORE ENTERING AN ORDER FOR CMC JOB SHOP SERVICES AND PRODUCT. BY PLACING AN ORDER FOR SERVICES OR PRODUCTS FROM CMC YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS. YOU MAY NOT ORDER OR OBTAIN PRODUCTS OR SERVICES FROM CMC IF YOU DO NOT AGREE TO THESE TERMS, ARE NOT THE OLDER OF 18 YEARS OF AGE OR LEGAL AGE TO FORM A CONTRACT WITH CMC OR ARE PROHIBITED FROM ACCESSING OR USING CMC GOODS OR SERVICES BY APPLICABLE LAW.

These terms and conditions apply to the purchase and sale of services and products from CMC. These terms and conditions are subject to change by CMC without prior written notice at any time, in the sole discretion of CMC. The latest version of these terms and conditions will be posted on the CMC website. You should review these terms and conditions before purchasing any service or product from CMC.

1. ORDER, ACCEPTANCE AND CANCELLATION

By submitting your order, you agree that your order is an offer to buy under these Terms, all products and services listed in your order. CMC is not obligated to accept your order after review. CMC may choose not to accept any order at its sole discretion. You may request order cancellation after submission by contacting CMC via email at orders@collinslaserops.com or by phone at 541-774-9220. CMC may or may not cancel your order at its sole discretion.

2. PRICES AND PAYMENT TERMS

2.1 Prices obtained quoting are good faith estimates and may require changes after review by CMC. CMC is not responsible for pricing or other errors in any response to an order. CMC reserves the right to cancel any orders arising from such errors.

2.2 Terms of payment are within the sole discretion of CMC and payment must be received by CMC before an order is delivered (Prepaid) or on credit terms as negotiated.

You represent and warrant that (a) the payment information you supply CMC is true, correct and complete, (b) you are duly authorized to use such method of payment for the purchase, (c) if payment is made by credit card, charges incurred by you will be honored by your credit card company and (d) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any.

2.3 Timing on collection of credit card payment for orders is made entirely at the discretion of CMC. Cards will usually be charged in full when orders have been manufactured and are shipped or ready for will-call. However, CMC may charge orders earlier when parts are released to production or material is purchased.

3. SHIPMENTS; DELIVERY

CMC will arrange for shipment of ordered product(s) to the Customer, Free On Board (F.O.B.) shipping point, meaning title to the product(s) and risk of loss passes to the Customer upon delivery to the carrier. CMC will advise Customer of estimated shipping dates, but CMC will, under no circumstances, be responsible for delays in delivery, and any resulting damage, due to events beyond its reasonable control, including without limitation, acts of God or public enemy, acts of federal, state or local government, fire, floods, civil disobedience, strikes, lockout, and freight embargoes. If agreed upon, CMC may offer local delivery service at no-charge, however cargo is not insured and risk of loss and title remains with the buyer.

4. RETURNS, REFUNDS AND REPLACEMENTS

CMC may, at its sole discretion, offer refunds, discounts, credits or replacements parts to assist customers with damaged parts, parts lost in shipping, and/or parts with low or questionable finish quality.

5. NO REPRESENTATIONS OR WARRANTIES

CMC does not make any representations or warranties regarding any of the orders purchased from CMC and hereby disclaims to the fullest extent authorized by law any and all warranties, whether express or implied, including any implied warranties of merchantability or fitness for a particular purpose. All metals used by CMC are provided by third party manufacturers and CMC does not test or confirm the properties of any metal it uses. CMC relies on information provided by such manufacturers pertaining to any metals used and makes no representations or warranties as to the tensile strength or fatigue limits of any metals used, cut or sold, nor does CMC make any representations or warranties as to the designs that you provide for use. CMC does not make any representations, warranties or guarantees that the metals you select or the designs you provide will function as intended.

6. LIMITATIONS OF LIABILITY

IN NO EVENT SHALL CMC BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE PRODUCTS OR THE SERVICES PURCHASED HEREUNDER, EVEN IF CMC HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OR THE POSSIBILITY OF SUCH DAMAGES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CMC'S LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AGGREGATE DOLLAR AMOUNT PAID BY YOU IN CONNECTION WITH THE PRODUCTS AND SERVICES PURCHASED HEREUNDER.

7. FORCE MAJEURE

CMC will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms for any failure or delay in CMC's performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond CMC's reasonable control, including without limitation, acts of God or public enemy, acts of federal, state or local government, fire, floods, civil disobedience, strikes, lockout, freight embargoes, telecommunication breakdown or power outage.

8. GOVERNING LAW, JURISDICTION AND VENUE

All matters arising out of or relating to these Terms are governed by and construed in accordance with the laws of the State of Oregon without giving effect to any choice or conflict of law provision or rule, and exclusive venue shall be with the Circuit Court for the State of Oregon, for the County of Jackson.

9. NOTICES

9.1 TO You: CMC may provide any notice to you under these Terms by (a) sending a message to the email address you provide or (b) faxing a message to the fax number you provide. Notices sent by email or fax will be effective when sent. It is your responsibility to keep your email address current and to notify CMC when your email address or fax number changes.

9.2 TO CMC: To give CMC notice under these Terms, you must contact CMC as follows: (a) Send an email to sales@collinslaserops.com or (b) by delivering a written notice to CMC by personal delivery, overnight courier or registered or certified mail to CMC, 301 Ehrman Way, Medford, OR 97501. CMC will update the email or address by posting a notice on its website. Notices provided by personal delivery will be effective immediately. Notices provided by email or overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

10. INTELLECTUAL PROPERTY RIGHTS

CMC will not sell, distribute or publish your design for profit without your permission. You ensure that your design is your own original work, or that you have explicit permission from the third party or entity that owns the rights to the design. You also certify that designs submitted do not violate any local, state, or federal law or regulation.

11. ENTIRE AGREEMENT

These Terms, the CMC website terms of use and CMC's privacy policy will be deemed the final and integrated agreement between you and CMC on the matters contained in these Terms.

CONTACT

Collins Manufacturing Corp/Collins Laser Ops
301 Ehrman Way
Medford, OR 97501

Hours 6 AM to 4 PM M-Th
Closed weekends

Phone: 541-774-9220
FAX: 541-774-9222

Email: orders@collinslaserops.com

SERVICES

Laser Metal Cutting

Tube Cutting

Bending

Flat Finishing

Welding

Powder Coating

Other (as added or needed)