

## **Customer Service Agreement (Buyer Terms and Conditions)**

These Purchase Terms and Conditions form a binding agreement between Vendor (WayKen and WEIKE) and Customer (as the purchaser of the Manufacturing Services from WayKen and WEIKE). Email communication or PO directing Vendor to proceed with work signifies that Customer has read and agrees to Vendor's terms and conditions.

- 1) Customer agrees to pay all fees and charges as they become due or payable in the amount quoted. The price does not include any applicable sales, use or similar taxes ("Sales Tax"), and Customer will also be liable for all import duties and taxes.
- 2) Payment Terms: Both parties agree with the payment terms listed on quotation or invoice. All invoices are due in full, without any deductions or offsets. Vendor reserves the right to suspend performance of this Agreement (including the manufacture of parts) in the event that Customer fails to pay all amounts due and payable, and Vendor retains full legal title to the parts until payment in full is received in respect of such order.
- 3) Since Vendor is custom manufacturing each part on demand, Vendor may not be able to modify or cancel an order once it is placed (1) once the applicable materials have been cut, used or otherwise processed, or (2) for any non-stock and/or special order materials specially quoted and procured for this order.
- 4) The manufacturing process will begin upon receipt of the final part data file from the Customer and receipt of revised part data after project kick-off may affect pricing and lead times. In the event of changes in design, or amendments or modifications to specifications after receipt of a purchase order, Customer agrees to pay any additional costs that Vendor may incur.
- 5) The lead times quoted are estimates only and will commence only after completion and confirmation of Design For Manufacturing (DFM) review and the beginning of actual production, and Vendor will do its best to meet the expected delivery dates agreed with Customer at the time of order confirmation, though it does not bind Vendor in any way.
- 6) Unless otherwise agreed upon, all sales of parts are made Ex-works Seller's factory (Incoterms 2010), and title and risk of loss to each shipment of parts shall pass to Customer when Vendor makes such shipment available to the carrier. If Customer needs special packaging or delivery accommodations, arrangements should be made with Vendor prior to shipping as additional fees may be incurred.
- 7) The Customer is fully responsible for the correctness of the data files supplied and the Vendor is not responsible to check for consistency between the files. When 3D data and 2D drawings are supplied, the parts will be manufactured according to the 3D data. The 2D drawings will be used for general information and tolerances only.
- 8) All tolerances are based on the general tolerances of international standards unless drawings with tolerances are supplied. Vendor uses DIN ISO 2768 (f) for machined metal parts, and DIN ISO 2768 (m) for machined plastic parts. Vacuum cast parts are produced to a general dimensional tolerance of +/- 0.3%.

- 9) Customer acknowledges and agrees that Vendor may subcontract or delegate any part of an order to one of Vendor's partners due to the limitations of a single manufacturing unit's production capability. As such, Customer acknowledges and agrees that Vendor may share parts data and specifications with its partners in order to process and manufacture Customer's orders.
- 10) For volume production orders, statistical sampling plan is based on MIL-STD-105E AQL LEVEL II with zero rejects. Dimensional inspection report with correlated record prints will be shipped along with parts.
- 11) If there is any quality problem, Customer shall raise it within 30 days after shipment of samples/parts. Otherwise it would be deemed that Customer accepts the samples/parts.
- 12) Vendor is not responsible for any damage caused by customer modifications or secondary finishing after receipt. Vendor may ask to return any non-conforming parts for root cause analysis and disposition.
- 13) Customer represents, warrants and covenants that any content, data or other material supplied by Customer does not infringe upon, misappropriate, or violate any third party's rights, including intellectual property, privacy and publicity rights, and that the Vendor's contemplated use thereof complies with all laws and has obtained the consent and permission of all applicable third parties.
- 14) The data, items, deliverables, and Services may be subject to national, foreign, and international trade and export control laws and regulations, including but not limited to the International Traffic in Arms Regulations ("ITAR") and the Export Control Law of the People's Republic of China. As such, Vendor refuses to use its services to manufacture certain parts designed to be used in or integrated into firearms, or to manufacture parts that require any license to be manufactured.
- 15) Customer retains sole legal responsibility for the design specifications and performance, the selection of any materials of the goods that are the subject of this transaction. Vendor make no representation or warranty, whether express or implied, of any kind whatsoever with respect to any goods or services, including but not limited to any warranty of merchantability, fitness for a particular purpose or non-infringement. No advice or information, whether oral or written, obtained from Vendor will create any warranty not expressly made herein.
- 16) In no event shall Vendor be liable for any incidental, consequential or punitive damages of any kind, whether for breach of any warranty, for breach or repudiation of any other term or condition, for negligence, on the basis of strict liability, or otherwise. Customer acknowledges and agrees that Vendor is not liable and agrees not to seek to hold Vendor liable for the conduct of third parties.
- 17) Under no circumstances will Vendor's liability to Customer for more than the amount received by Vendor under the given order with respect to any claim related to the given order.
- 18) Customer may terminate this Agreement at any time by notifying Vendor. However, Customer agrees that it shall compensate Vendor for all fees and expenses incurred in the performance of the obligations to the state of termination.
- 19) This Agreement and any action related thereto will be governed and interpreted under the laws of the People's Republic of China, and the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.