# Lead Times and Delivery

* Lead times begin upon order acceptance and receipt of complete specifications.
* All delivery dates are estimates.
* QualdocMFG is not liable for delays beyond its control, including but not limited to supplier issues, material shortages, labor disruptions, or force majeure events.
* Title and risk of loss pass to the Buyer upon shipment from QualdocMFG’s facility.

**Quality and Inspection**

* All products are inspected to meet agreed specifications using QualdocMFG’s in-house metrology capabilities.
* Buyer must inspect goods within five (5) business days of receipt and notify QualdocMFG in writing of any defects or non-conformance.
* Metrology and inspection reports are available upon request.

**Warranty and Returns**

* Production parts are covered under a limited warranty against manufacturing defects for a period of **ninety (90) days** from delivery.
* Prototype parts are sold **as-is**, without warranty unless otherwise agreed in writing.
* All returns must be authorized in writing by QualdocMFG. Unauthorized returns may be rejected or subject to a restocking fee.

**Limitation of Liability**

* QualdocMFG’s liability is strictly limited to the cost of the defective goods.
* Under no circumstances shall QualdocMFG be liable for indirect, incidental, consequential, or special damages, including loss of profits, delays, or third-party claims.

**Order Changes and Cancellations**

* Buyer may not cancel or alter any order without written approval from QualdocMFG.
* Buyer shall be responsible for all work in progress, materials purchased, and related costs incurred up to the cancellation date.

# Standard of care

QualDoc represents that the services, findings, recommendations and/or advice provided to the client will be prepared, performed and rendered in accordance with the procedures, protocols and practices ordinarily exercised by professionals in QualDoc’s profession for the use in similar assignments, and prepared under similar conditions at the same time

and in the same locality. Client Acknowledges and agrees that QualDoc has made no other implied or expressed representation, warranty or condition with respect to the services findings, recommendations or advice to be provided by Qualdoc pursuant to this

agreement.

**Cancellation; Renewal; Changes.** Contractor shall provide all policies may not be canceled, not renewed or materially changed without thirty (30) days’

prior written notice mailed to the Contractor. Such notice shall be promptly provided to Client.

(a) Prior to the performance of Services under this Agreement and prior to the execution of any SOW, Contractor will furnish to Client certificates of insurance evidencing the required limits

and endorsements. If there isany damage to a component that is handled by Contractor pu rsuant to a SOW for which a claim will be filed hereunder (i.e., any such damage is greater than Contractor’s deductibles), Contractor shall initiate the claims process with its

insurance company no later than three (3) business days after it becomes aware of any such damage and shall coordinate the claims process with Client to ensure timely

processing of such claim.

# Use of Data or Services.

QualDoc shall not be responsible for any loss, liability, damage, expense, or cost arising from any use of QualDoc’s analyses, reports, certifications, advice or reliance upon

Qualdoc’s services, which contrary to, or inconsistent with, or beyond the provisions and purposes set forth therein or included in these terms and conditions. In the event of any re- use or alteration of the documents such re-use or alteration shall be the responsibility of the client.

# Consequential and Punitive Damages.

Neither Qualdoc nor client shall be liable under any circumstances for loss of profits, consequential damages of any kind, indirect damages of any kind or special damages of

any kind to the other party, or to any third party. No punitive or exemplary damages of any kind shall be recoverable against either party under any circumstances.

# Electronic Communications

Visiting [www.qualdoc.com](http://www.qualdoc.com/) or sending emails to QualDoc constitutes electronic

communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications that we provide to you

electronically, via email and/or on the QualDoc website, satisfy any legal requirement that such communications be in writing.

# Links to Third Party Sites/Third Party Services

Www.qualdocmfg.com may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of QualDoc and QualDoc is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. QualDoc is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by QualDoc of the site or any association with its operators.

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requested product, service, or functionality on behalf of Qualdoc users, suppliers, and/or customers.

# No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use Qualdoc’s services strictly in accordance with these terms of use. As a condition of your use, you warrant to QualDoc that you will not use Qualdoc’s services for any purpose that is unlawful or prohibited by these Terms. You may not use Qualdoc in any manner which could damage, disable, overburden, or impair Qualdoc, or interfere with any other party's use. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used, is the property of QualDoc or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices,

legends, or other restrictions contained in any such content and will not make any changes thereto.

# Indemnification

You agree to indemnify, defend, and hold harmless QualDoc, its officers, directors,

employees, agents and third parties, and assigns for any losses, costs, liabilities and/or expenses (including, but not limited to, reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your

violation of any terms of this Agreement or your violation of any rights of a third party,

and/or your violation of any applicable laws, rules or regulations. QualDoc reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you hereby agree to cooperate fully with QualDoc in asserting any available defenses.

# Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act,

conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable

action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration

provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

# Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE

PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE

CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you

and QualDoc agree otherwise, the arbitrator may not consolidate more than one person's

claims and may not otherwise preside over any form of a representative or class proceeding.

# Termination/Access Restriction

QualDoc reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the Commonwealth of Virginia and you hereby consent to the exclusive jurisdiction and venue of courts in Virginia in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and QualDoc as a result of this agreement or use of Qualdoc’s services.

QualDoc's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of QualDoc's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by QualDoc with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to

applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid,

enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and QualDoc and it supersedes all prior or contemporaneous

communications and proposals, whether electronic, oral or written, between the user and QualDoc. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business

documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

# Thank you for the opportunity to provide a quote.

QualDoc, LLC

698 Berkmar Circle

Charlottesville, VA 22902

By signing below or engaging Qualdoc for services you are accepting the rates and terms described above.

# Signature Date

Client