



TERMS AND CONDITIONS

These Terms and Conditions shall apply to all contracts for the supply of services by Centerline Medical to the Customer, as listed on the quote. Quotes are valid for 30 days.

FEES AND PAYMENT

Applicable shipping charges and taxes will be invoiced. Invoiced amounts shall be due and payable within 30 days of receipt of invoice.

“WELD-READY” CONDITION

Pricing for laser welding services is quoted with the expectation that the material received by Centerline Medical is in “Weld Ready” Condition. “Weld Ready” materials are free of contamination or surface defects, within the tolerance levels specified in the Customer’s drawing, and void of kinks, scratches, bends and other visible damage. Failure to provide “Weld Ready” material can result in quality issues, delivery delays, and additional fees. It is Centerline Medical’s policy to stop the service immediately and notify the Customer of the issue. Customer must also notify Centerline Medical of any problems that might impair the reliability, processability and/or usability of the supplied materials.

INCOMING INSPECTION

Centerline Medical’s incoming inspection process consists of verifying part number, quantity received, and any obvious damage to material during transit. It is understood the material has passed the Customer’s inspection process, therefore will require no further pre-inspection by Centerline Medical.

PROCESS VERIFICATION AND VALIDATION ACTIVITIES

Quote does not include process verification or validation activities, unless explicitly stated in the scope of service as part of the quote. Unless otherwise stated, all jobs are considered to be prototype and will be processed with the most efficient manufacturing processes to provide the best value and lead time.

CHANGES TO SCOPE OF SERVICE

If the Customer desires to change materials, supplied parts, drawings, specifications or any other document in relation to the scope of service as stated in the quote, the Customer will notify Centerline Medical of such change in writing. Any alterations in the scope of services to be provided shall be set out in a revised quote, which shall reflect the changed services and fees and any other terms agreed between the parties. If the purchase order written by the Customer changes what is outlined in the quote, Centerline Medical must be notified of this change in a separate writing and it must be approved by Centerline Medical before the service can commence. If a proposed change occurs after the issuance of the quote and a Customer purchase order, the Customer will properly notify Centerline Medical of such change and provide a revised purchase order.

Failure of the Customer to properly communicate as noted above relieves Centerline Medical of any liability on non-performance to the desired, but improperly communicated, change.

REPORTING PROBLEMS

The Customer will report any discrepancies or problems with finished product within 10 days of delivery by Centerline Medical to ensure timely handling of any non-conformance. If Centerline Medical is not made aware of the issue and payment is not made on time, other shipments may be delayed.

WARRANTY

Centerline Medical warrants that the services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices. All warranties whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the services to be provided by Centerline Medical.

LIMITATION OF LIABILITY

Except in respect of death or personal injury due to negligence for which no limit applies, the entire liability of Centerline Medical to the Customer in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the fees paid by the Customer to which the claim relates. In no event shall Centerline Medical be liable to the Customer for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or Centerline Medical had been made aware of the possibility of the Customer incurring such a loss.

FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority.

CONFIDENTIALITY

All Customer plans and drawings are considered valuable intellectual property and solely owned by the Customer and treated with the utmost care by Centerline Medical.

CANCELLATION PRIOR TO SHIPMENT

If the service is terminated for any reason, the Customer shall be liable for all material and labor costs incurred by Centerline Medical, including but not limited to, cancellation costs to suppliers and work in progress together with any identifiable incidental and consequential expenses incurred in fulfilling the service..