

SUMMIT CNC TERMS OF USE AND SERVICE

Last Modified: March 26, 2024

These terms of use and service are entered into by and between you and Summit Industry Partners, LLC d/b/a Summit CNC ("Summit CNC", "we," or "us"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, "Terms"), govern your access to and use of <http://summitcnc.com> (the "Site"), including any content, functionality, services and sales offered on or through the Site and terms that apply when you submit an order for computer numerical control (CNC) machined parts ("Parts") and/or Design for Manufacturing ("DfM") services.

Please read the Terms carefully before you start to use the Site, place an order for Parts, and/or DfM services or otherwise request Services from Summit CNC. By using the Site or placing an order for Parts and/or DfM services or requesting Services from Summit CNC, you accept and are bound by these Terms and Conditions and our Privacy Policy, incorporated herein by reference. If you do not agree to these Terms or the Privacy Policy, you must not access or use the Site or place an order for Parts and/or DfM Services.

The Site is offered and available to users who are 18 years of age or older. By using the Site, you represent and warrant that you are of legal age to form a binding contract with Summit CNC and are not prohibited from accessing or using the Site or any of the Site's contents, goods, or services by applicable law. If you do not meet these requirements, you must not access or use the Site or request Parts, DfM, and/or Services from Summit CNC.

Changes to Terms

These Terms are subject to change without prior written notice at any time, in our sole discretion. If we materially change the Terms, we will notify you by posting an announcement on the Site or by email correspondence. What constitutes a material change will be determined by Summit CNC, in its sole discretion. The latest version of these Terms will be posted on the Site, and you should review these Terms periodically before purchasing any Parts, DfM and/or requesting Services. Your continued use of the Site after a posted change in these Terms will constitute your acceptance of and agreement to such changes.

Parts and Services

Summit CNC is computer numerical control (CNC) machining and Design for Manufacturing provider that offers computer numerical control (CNC) machining and Design for Manufacturing services ("Manufacturing and Design Services") to produce Part and DfM services for customers in various industries. Customers requesting Manufacturing and Design Services must provide a CAD or digital 3D model ("Model") (we accept .stp, .step, and .sldprt file formats) or engage Summit CNC for design services ("Design Services", and collectively with the Manufacturing

and Design "Services") to prepare a digital file. By submitting a Model to Summit CNC, you represent and warrant that you own all right, title and interest in and to such Model or have the right to submit the Model for purposes of the Services, and thereby grant Summit CNC a non-exclusive, transferable license to copy, modify, reproduce and use the Model for purposes of providing the requested Services.

Orders

When you submit an order for Parts to and/or request Services from Summit CNC, you agree that your order is an offer to buy, under these Terms, all Parts and Services listed in your order. All orders must be accepted by us or we will not be obligated to sell the Parts or Services to you. We may choose not to accept any orders in our sole discretion. After having received your order, we will send you a confirmation email and further details regarding the process for the Parts and/or Services requested. Acceptance of your order will be evidenced by receipt of such confirmation email. You have the option to cancel your order at any time before we have sent your order confirmation email by contacting us at service@summitcnc.com.

Summit CNC may cancel all or part of your order at any time for any reason, including without limitation (i) if you submit an incompatible, incomplete or corrupted file or a file that does not otherwise comply with our internal file standards (i.e., design issues with your Model, multiple Models in one file, etc.); (ii) if you submit a design that is copyrighted by a third party or otherwise infringes upon the intellectual property rights of any third party; or (iii) if Summit CNC determines that the Parts and/or Services to be produced contain anything defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, sexually explicit, pornographic, discriminatory, illegal, or otherwise objectionable.

Summit CNC will provide a sample Part upon request, subject to the cost of production.

Pricing and Payment

Pricing for Parts and/or Services is dependent upon design, size, quantity, and the material used, and is unique to each order. Pricing will vary by order and customer, and the final amount due will be stated through Summit Industry Partners d/b/a Summit CNC's pricing quotation and/or on a purchase order ("Purchase Order"). Services will be billed at Summit CNC's current service rates and in accordance with the pricing and payment terms stated on your invoice or Purchase Order. Any pricing we provide for Parts and/or Services, including any estimate and pricing contained on your invoice or Purchase Order, are considered Confidential Information (defined below) of Summit CNC and may only be disclosed to your employees and professional advisors who are obligated to maintain the confidentiality of such pricing information and on a need-to-know basis. Applicable taxes and charges for shipping and handling will be itemized on your invoice, receipt, and/or Purchase Order, but such amounts will not be included in any estimate for Parts and/or Services we otherwise provide.

Terms of payment are within our sole discretion and, unless stated on your invoice or Purchase Order, payment must be received by us before we begin processing your order. If you provide a credit card for payment, you represent and warrant that (i) the credit card information you supply to us is true, correct, and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any.

All purchases are non-refundable and non-returnable. In the event you fail to pay for any Parts, Services, or other charges, Summit CNC may charge daily interest at the maximum rate permissible by law. You agree to pay all expenses incurred by Summit CNC in collecting payment, including attorneys' fees and court costs.

Deliverables and Delivery

Summit CNC will arrange for shipment of all Parts and/or Services to you. Unless we reach another agreement with you, you agree to pay all shipping and handling charges incurred by Summit CNC, whether or not included in any estimate or itemized on your invoice and/or Purchase Order. Title and risk of loss pass to you upon our transfer of the Parts and/or Services to the carrier. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipping.

You are responsible for verifying that all Parts and/or Services comply with applicable law and industry standards, including those maintained by ISO, ASTM, ASME and similar organizations and those relating to consumer protection and product safety. You understand and acknowledge that Summit CNC does not test any Parts for compliance with any laws or regulations and shall not be held liable for any non-compliance.

Document Retention

Summit CNC agrees to retain all order and related process documentation for a minimum of 10 years.

Resale and Export

You agree to comply with all applicable laws and regulations of the various states and of the United States including all Export Regulations, as defined below. You represent and warrant that you are purchasing Parts and/or Services from Summit CNC for your own use only, and not for resale or export. Parts and/or Services purchased from Summit CNC may be controlled for export purposes by export regulations, including but not limited to, the Export Control Reform Act of 2018 (ECRA) (Title XVII, Subtitle B of Pub. L. No. 115-232), the Export Administration Regulations (15 C.F.R. 768-799) for which ECRA is permanent statutory authority, the International Traffic in Arms Regulations (22 C.F.R. 120-128 and 130) and their successor and supplemental regulations (collectively, "Export Regulations").

Confidential Information

From time to time, either party may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in

written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party at the time of disclosure; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party without use of the Confidential Information. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees or professional advisors who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder and who are bound by similar restrictions on disclosure. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under these Terms, including to make required court filings. Each party's obligations of non-disclosure with regard to Confidential Information will expire five years from the date first disclosed to the receiving party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive completion of the Services for as long as such Confidential Information remains subject to trade secret protection under applicable law.

Intellectual Property

The Site and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof), and the Services (including all specifications, instructions, documentation and other materials provided in relation thereto) are owned by Summit CNC, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. Except as otherwise provided herein, none of the content on the Site or otherwise provided to you in relation to the Services may be used, copied, reproduced, distributed, republished, downloaded, modified, reverse engineered, displayed, posted or transmitted in any form or by any means, without our express prior written permission. Notwithstanding the foregoing, your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials, and you may store files that are automatically cached by your web browser for display enhancement purposes.

The trade names "Summit CNC" and "Summit Industry Partners," as well as the logo corresponding to each trade name, and all related names, logos, product and service names, designs, and slogans are trademarks of Summit CNC or its affiliates or licensors. You must not use such marks without the prior written permission of Summit CNC. All other names, logos, product and service names, designs, and slogans on this Site are the trademarks of their respective owners.

You shall maintain all right, title and interest in and to any Model and other files submitted to Summit CNC, but grant Summit CNC a non-exclusive, transferable license to copy, modify, reproduce and use such Model and files for purposes of providing the requested Parts and/or Services. In the event that you engage Summit CNC for Design Services, Summit CNC shall maintain all right, title and interest in and to all drawings, designs, and CAD or digital 3D models prepared by Summit CNC in the performance of the Design Services, including all intellectual property rights therein, but excluding any of your Confidential Information incorporated therein. Without limiting the foregoing, upon full payment to us for the Parts and/or Services, you shall own all right, title and interest in and to all Parts and/or Services purchased from Summit CNC pursuant to these Terms.

Accessing the Site and Account Security

We reserve the right to withdraw or amend the Site, and any Service or material we provide on the Site, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Site, or the entire Site, to users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Site.
- Ensuring that all persons who access the Site through your internet connection are aware of these Terms and comply with them.

To access the Site or some of the resources and Services it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Site that all the information you provide on the Site is correct, current, and complete. You agree that all information you provide through the Site or otherwise, including, but not limited to, through the use of any Services or interactive features on the Site, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is

personal to you and agree not to provide any other person with access to this Site or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

Links from the Site

If the Site contains links to other websites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Site, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

The owner of the Site is based in the State of Colorado in the United States. We make no claims that the Site is accessible or appropriate outside of the United States, or that the Services are appropriate or legal in your locality. If you access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with applicable laws.

Disclaimer of Warranties

TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE SITE, ITS CONTENT, AND ANY SERVICES OR PARTS OBTAINED THROUGH THE SITE IS AT YOUR OWN RISK. THE SITE, ITS CONTENT, AND ANY SERVICES OR PARTS OBTAINED THROUGH THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER SUMMIT CNC NOR ANY PERSON ASSOCIATED WITH SUMMIT CNC MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SITE OR SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER SUMMIT CNC NOR ANYONE ASSOCIATED WITH SUMMIT CNC REPRESENTS OR WARRANTS THAT THE SITE, ITS CONTENT, OR ANY SERVICES OR PARTS OBTAINED THROUGH THE SITE

WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SITE OR ANY SERVICES OR PARTS OBTAINED THROUGH THE SITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, SUMMIT CNC HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR

OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL SUMMIT CNC, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SITE, ANY CONTENT ON THE SITE, THE SERVICES OR ANY PARTS, INCLUDING ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF SUMMIT CNC, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) FOR ACTUAL DIRECT DAMAGES EXCEED THE GREATER OF (1) \$1,000 OR (2) THE AMOUNT PAID BY YOU UNDER THE APPLICABLE PURCHASE OF PARTS AND/OR SERVICES GIVING RISE TO THE CLAIM (LIMITED TO THE PAST 12 MONTHS IN THE EVENT OF ANY RECURRING CHARGES).

You acknowledge this limitation of liability reflects the allocation of risk under these Terms and that Summit CNC would not have agreed to the Services without such limits on its liability.

Indemnification

You agree to defend, indemnify, and hold harmless Summit CNC, its affiliates, licensors,

and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including attorneys' fees) arising out of or relating to (i) your violation of these Terms; (ii) your use of the Site and the Site's content, the Services, and Parts; (iii) any third party claim that any Model violates such third party's intellectual property rights; and (iv) any product liability or other claim arising out of or in connection with any Parts and/or Services produced for you by Summit CNC.

Arbitration

At Summit CNC's sole discretion, it may require you to submit any disputes arising from these Terms or use of the Site, Services or Parts, including disputes arising from or concerning interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Colorado law.

Governing Law

All matters relating to the Site, the Services and any Parts, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction). You hereby consent to exclusive jurisdiction and venue in the state or federal courts located in Denver, Colorado.

Force Majeure

Summit CNC shall not be liable or responsible to you, nor be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing any Service or providing any Part when and to the extent such failure or delay is caused by or results from acts beyond Summit CNC's reasonable control, including, without limitation, acts of God; flood, fire, earthquake, epidemic, pandemic or explosion; war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; government order, law, or actions; embargoes or blockades; national or regional emergency; strikes, labor stoppages or slowdowns or other industrial disturbances; shortage of adequate power or transportation facilities.

Waiver and Severability

No waiver by Summit CNC of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Summit CNC to assert a right or provision under these

Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

Entire Agreement

These Terms and our Privacy Policy, as well as any estimate / quotation, invoice and/or Purchase Order provided by Summit CNC, constitute the sole and entire agreement between you and Summit CNC regarding the Site, Services and Parts and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Site, Services and Parts. Summit CNC's acceptance of your request for Parts and/or Services or any order is expressly conditioned upon your acceptance of these Terms, our Privacy Policy and any related estimates, invoices, and/or Purchase Orders.

Your Comments and Concerns

This Site is operated by Summit Industry Partners, LLC d/b/a Summit CNC.

All other feedback, comments, requests for technical support, and other communications relating to the Site should be directed to service@summitcnc.com.