

Custom Order Terms

PaQ Designs LLC

Version 1.1

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These Custom Order Terms (the "**Terms**") apply to each quote, order, statement of work, and change order issued by PaQ Designs LLC ("**PaQ**") that incorporates or links to these Terms. The purchaser or recipient of the goods or services is the "**Customer**."

PaQ primarily serves businesses but may accept selected consumer orders. Nothing in these Terms limits a consumer right or remedy that applicable law does not allow the parties to waive or limit.

At a glance

- Every custom order is governed by its accepted quote and these Terms.
- The quote identifies the scope, pricing, deposit, revision allowance, inspection period, tolerances, and any project-specific requirements.
- Work may begin after signature or electronic acceptance, written approval to proceed, or payment of the required deposit.
- Because custom goods are made for a particular Customer, they are not returnable merely because the Customer changes its mind.
- Verified nonconforming work reported within the quoted inspection period qualifies for replacement or refund, at the Customer's choice.
- Safety-critical and regulated applications require a separate signed agreement.

If this summary conflicts with the numbered Terms below, the numbered Terms control.

1. Quote acceptance and contract documents

A quote becomes binding when the Customer:

- 1 signs or electronically accepts it;
- 2 provides written approval to proceed; or
- 3 pays a required deposit.

The contract consists of the accepted quote, any signed statement of work or change order, any applicable nondisclosure agreement, and these Terms.

If those documents conflict, the order of precedence is:

- 1 the most recent signed change order;
- 2 the accepted quote or statement of work;
- 3 an applicable nondisclosure agreement, solely for confidentiality matters; and
- 4 these Terms.

Terms printed on a Customer purchase order, vendor portal, or other Customer document do not modify the contract unless PaQ expressly accepts the modification in a writing signed by PaQ.

2. Quote validity, pricing, and taxes

Unless a quote states otherwise, quoted pricing remains valid for 30 calendar days. After that period, PaQ may confirm the existing quote or issue updated pricing and scheduling.

Prices are stated in U.S. dollars and exclude sales or use tax, shipping, duties, expedited service, and third-party charges unless the quote expressly includes them. The Customer is responsible for applicable taxes other than taxes imposed on PaQ's net income. A Customer claiming a tax exemption must provide a valid exemption certificate before invoicing.

3. Deposits, payment, and invoice disputes

Each quote will state the required deposit, if any. Unless the quote states otherwise, PaQ is not required to begin work until it receives the required deposit and all information and approvals needed to proceed.

Unless PaQ approves different terms in writing, the remaining balance is due before pickup, shipment, delivery, or release of final digital files. Net payment terms, including Net 15 terms, apply only when PaQ approves them in writing.

An overdue, undisputed invoice balance incurs a late fee of 2% per month, beginning 15 calendar days after the invoice due date and continuing until paid, or the maximum rate permitted by applicable law, whichever is lower. Late fees apply only to the unpaid invoice balance and do not compound. This late-fee term will also be stated on the applicable invoice. PaQ will not add a previously undisclosed late fee after the Customer accepts the order.

The Customer must identify a good-faith invoice dispute in writing within 10 calendar days after the invoice date and must timely pay all undisputed amounts.

4. Scope, assumptions, and Customer cooperation

PaQ will provide only the goods, services, deliverables, materials, quantities, testing, and documentation expressly identified in the accepted quote.

The Customer must timely provide accurate dimensions, files, specifications, use requirements, approvals, access, and other information reasonably needed to perform the work. PaQ may rely on Customer-provided information without independently verifying it unless verification or validation is expressly included in the quote.

Additional work or delay caused by incomplete, inaccurate, late, or changed Customer information may require a revised price, schedule, or written change order.

5. Design revisions, proofs, and changes

Each quote involving design work will state the included revision allowance. No particular number of revisions is included unless stated in the quote.

A minor revision adjusts an existing concept without changing its stated function, major dimensions, material, manufacturing method, or project requirements. Revisions beyond the quoted allowance, new concepts, and scope changes may be billable and may require a revised quote or change order.

Customer approval of a drawing, CAD model, rendering, sample, prototype, or written specification authorizes PaQ to proceed. The Customer is responsible for errors or requirements that were reasonably visible in the approved item. PaQ will obtain Customer approval before making a material change to an approved design, material, or specification.

6. Schedule, delivery, and shipping

Quoted production, shipment, and delivery dates are good-faith estimates unless the quote expressly identifies a firm commitment. The production schedule begins after PaQ receives the required deposit, files, specifications, approvals, and Customer-supplied materials.

Customer-caused delays extend the schedule accordingly. PaQ will provide reasonable notice of a material delay. When applicable law requires Customer consent to a delayed shipment or requires cancellation and a refund, PaQ will provide that choice and comply with those requirements.

Unless a quote states otherwise, PaQ bears the risk of loss or shipping damage until delivery to the Customer or the Customer's designated recipient. Risk passes to the Customer upon delivery. For Customer pickup, risk passes when the order is physically transferred to the Customer or the Customer's representative.

The Customer must provide a safe and accurate delivery address, inspect the package promptly, preserve damaged packaging and goods, and notify PaQ promptly of visible loss or shipping damage. PaQ may request photographs or other reasonable documentation needed to investigate the damage or pursue a carrier claim.

PaQ is not responsible for carrier delays or other events outside its reasonable control, subject to any rights or remedies that applicable law does not permit the parties to waive.

7. Additive-manufacturing characteristics and tolerances

The Customer understands that additive-manufactured parts may show layer lines, seams, support marks, minor surface variation, color variation, and dimensional variation inherent to the selected process, geometry, orientation, and material.

Only tolerances, finishes, colors, material properties, inspection methods, and acceptance requirements expressly stated in the accepted quote are guaranteed. An unstated numerical tolerance or surface-finish requirement is not a contractual requirement.

Samples, renderings, photographs, and color swatches are illustrative unless the quote expressly identifies them as an acceptance standard. PaQ will not substitute a materially different resin, filament, or other production material without Customer approval.

8. Inspection, nonconforming work, and limited remedy

Each quote will state the period in which the Customer must inspect the goods or deliverables and report visible defects, shipping damage, or failure to conform materially to the approved written specifications. The Customer must notify PaQ in writing promptly after discovering an issue and within the quoted inspection period. The notice must reasonably describe the issue and, when useful, include photographs, measurements, or other supporting information.

Failure to provide timely notice constitutes acceptance of conditions that a reasonable inspection would have revealed, except where applicable law provides otherwise.

PaQ must have a reasonable opportunity to inspect the affected item or work and may require return of the item before providing a remedy. The Customer must not obtain replacement work from another supplier or incur avoidable corrective costs before giving PaQ that opportunity.

For a verified nonconformity reported within the quoted inspection period, the Customer may choose:

- 1 replacement, reprint, or reperformance of the affected goods or services; or
- 2 a refund of the amount paid to PaQ for the affected goods or services.

If replacement or reperformance is not reasonably possible, the remedy will be a refund. These are the Customer's exclusive contractual remedies for nonconforming work, subject to rights and remedies that applicable law does not allow the parties to waive or limit.

No separate workmanship-warranty period applies after the quoted inspection period unless the quote or another signed agreement expressly provides one.

DISCLAIMER OF OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT FOR THE EXPRESS CONFORMITY OBLIGATION AND REMEDIES DESCRIBED ABOVE OR IN THE ACCEPTED QUOTE, PAQ PROVIDES GOODS, PROTOTYPES, DESIGNS, AND SERVICES "AS IS" AND DISCLAIMS OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. THIS DISCLAIMER DOES NOT LIMIT A WARRANTY OR CONSUMER RIGHT THAT CANNOT LAWFULLY BE DISCLAIMED.

9. Prototypes, testing, and safety-critical uses

Unless a signed quote or special agreement expressly states otherwise, PaQ's work is not certified, code-approved, or validated for a particular end use. The Customer is responsible for engineering review, fit checks, testing, validation, regulatory compliance, warnings, instructions, installation, maintenance, and determining whether the work is suitable for the Customer's application.

PaQ does not provide a professional engineering seal or certification unless expressly agreed in a separate signed agreement and lawfully permitted.

Medical implants, life-support systems, flight-critical aviation, safety-critical automotive or structural applications, weapons, and other regulated or high-risk applications are not accepted under these standard Terms. PaQ may consider such work only under a separate signed agreement identifying the application, specifications, required validation, insurance requirements, and allocation of responsibility.

10. Limitation of liability

The limitations in this section allocate the commercial risk reflected in PaQ's pricing and apply only to the maximum extent permitted by law.

PAQ WILL NOT BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION, RECALL COSTS, SUBSTITUTE PROCUREMENT, OR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED THAT SUCH DAMAGES ARE POSSIBLE.

PAQ'S TOTAL LIABILITY ARISING FROM AN ORDER WILL NOT EXCEED THE AMOUNT THE CUSTOMER PAID TO PAQ FOR THE SPECIFIC GOODS OR SERVICES GIVING RISE TO THE CLAIM.

These limitations do not apply to fraud, willful misconduct, liability that cannot lawfully be limited, or a consumer remedy that applicable law does not permit the parties to exclude. They also do not exclude damages for personal injury from consumer goods where such an exclusion would be prohibited or legally unconscionable.

11. Customer files and authorization to reproduce

The Customer represents and warrants that it owns or has obtained all rights, licenses, permissions, and approvals needed for PaQ to possess, review, copy, adapt, manufacture from, and otherwise use every file, drawing, model, logo, image, specification, sample, and other material supplied for the order.

The Customer grants PaQ a nonexclusive, limited license to use, reproduce, modify as technically necessary, and manufacture from Customer-provided materials solely to quote, perform, document, and support the order.

PaQ may refuse work it reasonably believes is unlawful, unsafe, infringing, or outside PaQ's capabilities.

The Customer will defend, indemnify, and hold harmless PaQ and its member, employees, and contractors from third-party claims, damages, and reasonable costs arising from PaQ's authorized use of Customer-provided materials or compliance with Customer-provided specifications, except to the extent caused by PaQ's independent wrongful conduct. This obligation applies only to the extent permitted by applicable law.

12. Intellectual property and design ownership

The Customer retains ownership of Customer-provided materials. PaQ retains ownership of its pre-existing and independently developed tools, templates, processes, print profiles, manufacturing methods, software, libraries, fixtures, know-how, and other background intellectual property.

Each quote involving designs, CAD files, drawings, or other intellectual property created by PaQ will state:

- who owns the project-specific work after full payment;
- what files or deliverables PaQ will provide;
- what license or usage rights the Customer receives; and
- whether any assignment, exclusivity, editable source files, or manufacturing rights are included.

Payment for a physical part does not by itself transfer copyright, patent rights, design ownership, editable source files, or other intellectual-property rights. If a quote involving PaQ-created intellectual property does not expressly transfer ownership, no ownership transfer is implied; the Customer receives only the rights reasonably necessary to use the delivered goods for their disclosed purpose.

13. Confidentiality

Each party will use commercially reasonable measures to protect the other party's nonpublic information that is marked confidential or reasonably should be understood as confidential, including CAD files, drawings, specifications, prototypes, pricing, business plans, and production documentation.

Confidential information may be used only to perform or receive the order and may be disclosed only to personnel and contractors who need it and are subject to appropriate confidentiality obligations.

Confidential information does not include information that the receiving party can document:

- was already lawfully known;
- becomes public without breach;
- is lawfully received from a third party without restriction; or

- is independently developed without using the other party's confidential information.

Legally compelled disclosure is permitted after reasonable notice when notice is legally allowed.

These standard confidentiality duties continue for three years after the order ends. Trade secrets remain protected for as long as they qualify as trade secrets under applicable law. A signed nondisclosure agreement controls if it provides greater or more specific protection.

14. Portfolio and publicity permission

PaQ will not assume permission to publicly identify the Customer or display Customer work. Each quote will state whether PaQ may use project photographs, descriptions, testimonials, the Customer's name or logo, or other project material in PaQ's portfolio, website, social media, or case studies.

Permission for portfolio or publicity use is separate from the limited license needed to perform and document the order. If the quote does not grant portfolio permission, PaQ will not publicly use the project for marketing.

15. Files, tooling, and production records

Unless the accepted quote expressly requires delivery or retention, PaQ is not obligated to deliver working files, slicer files, print profiles, tooling designs, failed iterations, process documentation, or editable source files. The Customer is responsible for maintaining copies of Customer-provided and delivered files.

PaQ may retain ordinary business and production records for legal, tax, quality, backup, and support purposes, subject to the confidentiality obligations above. PaQ does not guarantee indefinite storage or future availability of Customer files, tooling, jigs, fixtures, or production settings unless a signed agreement states a specific retention obligation.

16. Cancellation, custom-order returns, and suspension

The Customer may request cancellation in writing. The Customer remains responsible for work performed, noncancelable commitments, purchased materials, setup, design time, and reasonable closeout costs incurred before PaQ receives the cancellation request. PaQ will deduct those amounts from payments already received and refund any unused balance.

Because custom goods are manufactured or acquired for a particular Customer, completed conforming goods are not returnable or refundable merely because the Customer changes its mind, no longer needs the order, dislikes an approved design characteristic, or supplied incorrect information. This does not affect the remedies for verified nonconforming work or any nonwaivable consumer right.

PaQ may suspend work for overdue payment, missing information or approvals, unsafe or unlawful instructions, or another material Customer breach. If the breach is not cured after reasonable notice, PaQ may cancel the remaining work and invoice amounts earned or committed through cancellation.

17. Events beyond reasonable control

Neither party is liable for delay caused by events beyond its reasonable control, including carrier interruption, utility or internet failure, equipment breakdown despite reasonable maintenance, material shortage, fire, severe weather, government action, labor disruption, epidemic, or similar event.

The affected party will provide reasonable notice and resume performance when reasonably practicable. This section does not excuse the Customer's obligation to pay for work already completed or costs already incurred, and it does not displace a cancellation, delay-consent, or refund right required by applicable consumer law.

18. Compliance and relationship

Each party will comply with laws applicable to its own performance and responsibilities. PaQ is an independent contractor and does not become the Customer's employee, agent, partner, fiduciary, or joint venturer. Neither party may bind the other without express written authority.

19. Disputes, governing law, and venue

Before filing suit, the parties will attempt in good faith to resolve a dispute through direct discussion between authorized representatives. Either party may seek urgent injunctive relief when reasonably necessary to protect confidential information or intellectual-property rights.

Pennsylvania law governs the contract without regard to conflict-of-law principles. Any lawsuit arising from the contract must be brought in an appropriate state or federal court serving Allegheny County, Pennsylvania, and each party

consents to that court's jurisdiction and venue, except where applicable consumer law requires otherwise. These Terms do not require arbitration.

To the extent permitted by applicable law, the prevailing party in any legal action between PaQ and the Customer arising out of or relating to the contract, including an appeal or enforcement of a judgment, is entitled to recover its reasonable attorneys' fees and court costs from the other party. The court will determine the prevailing party and the reasonable amount of recoverable fees and costs. A fee or cost award under this paragraph is separate from damages and is not subject to the liability cap in Section 10. This provision does not limit any nonwaivable consumer right or override a mandatory statutory rule governing attorneys' fees or costs.

20. General terms

Neither party may assign the contract without the other party's written consent, except in connection with a merger, reorganization, or sale of substantially all relevant assets when the assignee assumes the contract.

A waiver is effective only in writing and only for the specific instance stated. If a provision is unenforceable, it will be modified only as much as necessary to make it enforceable, and the remaining provisions will remain effective.

Provisions that by their nature should survive completion or termination will survive, including payment, intellectual property, confidentiality, warranty limitations, liability limitations, indemnity, and dispute terms.

The contract is the entire agreement concerning the order and replaces prior or contemporaneous discussions on that subject. Amendments must be in a writing accepted by both parties. Headings are for convenience only. Nothing in the contract waives a right or remedy that applicable law does not permit the parties to waive.

21. Electronic communications and acceptance

The parties agree that quotes, approvals, change orders, notices, signatures, and records may be exchanged electronically and retained in electronic form. A typed name, electronic signature, written email approval, acceptance through an online process, or payment of a required deposit may evidence acceptance when attributable to the accepting party.

Contacting PaQ about an order

Questions, disputes, cancellation requests, defect notices, and other order-related notices should be sent using the contact information stated in the applicable quote or invoice, or through the contact method provided on PaQ's website.

Quote acceptance language

The following language should appear on every quote that incorporates this page:

By signing or electronically accepting this quote, providing written approval to proceed, or paying the required deposit, Customer accepts this quote and PaQ Designs LLC's Custom Order Terms, Version 1.1, available at the URL stated in this quote.