### Daedalus, LLC dba Areion3D

**Standard Terms and Conditions** 

Effective July 7th 1st, 2023

These Standard Terms and Conditions of **Areion3D** constitute the Agreement governing your use of **Areion3D** services provided through the website located at www.classiqmfg.com and the factory and staff located at 7446 East 46<sup>th</sup> St Tulsa, OK 74145

**Areion3D** terms and conditions constitute the entire agreement between the parties. **Areion3D** rejects any additional or inconsistent terms and conditions offered by the Customer at any time or in any acknowledgment or acceptance form, purchase order or other document used by the Customer irrespective of Areion3Dacceptance of such order or payment from the Customer without need for such rejection to the Customer and any such additional or inconsistent terms and conditions shall not become part of Areion3D.com terms and conditions unless in writing and signed by an Executive Officer of Areion3D.com

As our customer, you are responsible for all orders placed and for ensuring that all information provided in a quotation is accurate and complete. You agree that you shall not use any device, software or routine, including but not limited to any viruses, Trojan horses, worms, time bombs or cancelbots, intended to damage or interfere with the proper working of the Website or to intercept or expropriate any system, data or personal information from the website. In addition, you are prohibited from submitting to **Areion3D.com** a request for quotation or order for firearms as that term is defined in 27 CFR 478.11, Subpart B (this includes but is not limited to "[a]ny weapon, including a starter gun, which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any firearm muffler or firearm silencer" where "frame or receiver" is defined as: "That part of a firearm which provides housing for the hammer, bolt or breechblock, and firing mechanism"). You agree that you will not submit any technical information related to firearms as that term is defined in 27 CFR 478.11, Subpart B to **Areion3D**, and that you will not use our service to produce any such items.

## **Orders and Payments**

Unless otherwise stated in the Agreement, with approved credit, payment terms shall be: NET 30 days with the option for a 2% discount if payment is received within 10 days if ship date. On overdue accounts, Customer shall pay interest at the rate of 1 1/2% per month (or the highest legal interest rate, if lower). The Customer shall provide Areion3D.comwith a copy of tax exemption certificate, direct pay certificate or resale certificate for the "Ship to" location if exemption from sales or use taxes is claimed.

Once you have obtained a quote from the **Areion3D** service, you may accept such quote and submit your order requesting that the **Areion3D** service produce your desired product. The total fees for each order will include the applicable quote, all applicable taxes and all applicable shipping charges. To submit an order, you must pay all fees either (i) in advance through the use of your credit card or (ii) pursuant to such credit terms as pre-approved by Areion3D Once you receive an electronic or other confirmation of your order, such order is binding on both you and **Areion3D** and may not be canceled except by mutual agreement.

## **Standard Part Tolerances**

Unless we have agreed to other tolerances in your part estimate, **Areion3D** will work to achieve and hold the tolerances noted below, which will vary per the primary manufacturing method you select.

Parts that exceed the build envelope capacity for an any process or machine will be built in segments and bonded together, as will parts with hollow or void areas that require support removal.

Items quoted will be manufactured using **Areion3D** standard processes using materials listed above and inspected per **Areion3D** standard acceptance criteria.

### Stereolithography (SLA)

- X/Y axis: +/-005" for the first inch, +/- 0.003" for every inch thereafter
- Z axis: +/- 0.010" for the first inch is typical, plus +/- 0.002" for every inch thereafter
- Minimum linear feature size of 0.030"
- Maximum build volume of 20" x 20" x 30".

### Selective Laser Sintering (SLS)

- +/- 0.005" for the first inch is typical, or +/- 0.003" per inch thereafter.
- Parts with thicker geometries, flat parts, and parts with uneven wall thicknesses will be prone to significant deviations or warp due to variable thermal shrinkage and stress.
- Maximum build size 13" x 15" x 18"
- Minimum feature size .045".
- Maximum build size:

### Fused Deposition Modeling (FDM)

- +/- 0.005" for the first inch, or +/- 0.002" per inch in the XY-axis, whichever is greater.
- +/- 0.010" for the first inch, or +/- 0.002" per inch in the Z-axis, whichever is greater.
- Areion3D chooses part orientation to maximize part quality unless otherwise specified.
- Minimum feature size .035"
- Maximum build size: 24" x 36" x 36".

### Continuous Printing (DLP)

- +/- 0.005" for the first inch is typical, or +/- 0.001" per inch.
- Minimum layer thickness is 10 microns. (.00039")
- Maximum build size: 4.9 x 2.8 x 7.7".
- Minimum guaranteed feature size of 0.01".

### Wax Investment Casting Patterns (MJP)

- +/- 0.005" for the first inch is typical, or +/- 0.001" per inch. Build area up to 11.6 x 8.3 x 5.6.
- Maximum build size: 11.6 x 8.3 x 5.6.
- Minimum feature size of 0.030".
- Melt point:
  - M2 ICast (part) wax 61-66 °C
  - M2 IC SUW (support) wax 55-65°C

### **Urethane Casting**

- +/- 0.010" or +/- 0.003" per inch, whichever is larger. Irregular or overly-thick geometries may cause deviances or deflection due to shrinkage.
- A shrinkage rate of +0.15% can be expected due to thermal expansion in a liquid state, and the response of the flexible mold.
- Surface finish is externally smoothed to a satin or matte surface. Grow lines may be present on internal or difficult-to-access features. Polishing or custom finishes must be clearly defined and agreed upon at the point of order.

### Metal Castings & CNC Machining

• Per quote. Project Specific. See Areion3D account representative.

### Warranty

All products produced and sold by **Areion3D** are warranted to conform with such specifications as mutually agreed upon by the parties. If, within three (3) business days of your receipt of the product, you shall determine that any product is not in conformity with such specifications, you shall return such product to **Areion3D** for analysis. We will have five (5) business days to complete our analysis of such product. If the product does not meet the agreed upon specifications, **Areion3D** shall, at our sole option, either (i) replace such product with a corresponding product that meets such specifications, or (ii) except for return such product for credit or refund.

# **Export Control Regulations and Export of Data**

Areion3D may export certain information you provide to suppliers outside the United States in order to obtain a quotation or take advantage of certain specialized processes. Areion3D is not able to independently assess whether your information is subject to export control restrictions. You agree to inform Areion3D if there are any limitations, restrictions, or prohibitions on the export of any data, documentation, drawings, or specifications (collectively in this section, "Data") that you submit to Areion3D.com. For example, Data may be controlled under the International Traffic in Arms Regulations, administered by the U.S. Department of State, the Export Administration Regulations, administered by the U.S. Department of Commerce, or comparable non-U.S. regulations. These regulations may restrict or prohibit the export of Data to certain countries. Absent specific information provided in writing, Areion3D will assume there are no restrictions or prohibitions on exporting the Data. Areion3D assumes no responsibility for incorrect or incomplete export-control information provided under this section of the Agreement.

# Force Majeure

Neither party will be liable to the other for delays in performing any obligations under the Agreement due to circumstances beyond its reasonable control, including but not limited to revolts, insurrections, riots, wars, acts of enemies, national emergency, strikes, floods, earthquake, embargo, inability to secure materials or transportation, and acts of God, and other events beyond the reasonable control of the parties caused by nature or governmental authorities.

# Other

- A. The Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to conflicts of law's provisions thereof.
- B. Both Areion3D and Customer will comply with all laws applicable to the Agreement.

- C. All notices given under the Agreement will be effective when received in writing. Notices to the Customer and **Areion3D** will be sent to the address provided in the Agreement.
- D. Changes to the Agreement must be in writing and must be signed by both parties.

## **Limitation of Liability**

Areion3D will not be responsible to you for consequential, exemplary or incidental damages (such as loss of profit or employee's time) regardless of the reason. In no event shall the liability and/or obligations of Areion3D arising out of the purchase of products via Areion3D custom part service by you or others exceed the purchase price of the products.

## **Customer Indemnification**

You agree to indemnify Daedalus, LLC its affiliates, parent and subsidiaries and its custom parts services from and against all claims and damages of any kind (including attorney's fees) resulting from your use of the **Areion3D** custom part service, the Website, or from your breach of any provision of this Agreement. This indemnity includes any legal fees, fines, damages, or other expenses related to an enforcement action under U.S. or non-U.S. export control laws based on incorrect or incomplete export-control information provided under the "Export Control Regulations and Export of Data" section of this Agreement.

# Confidentiality

**Areion3D** is committed to maintaining the confidentiality of the confidential information that you submit in connection with receiving a quote or ordering a product. We acknowledge and agree that any specifications or documentation, including. stl or other build files, that you submit to the **Areion3D** custom part service may contain valuable proprietary information, ideas and expressions. Accordingly, **Areion3D** will use a reasonable degree of care

(and require that its employees use such care) to keep such confidential information confidential and shall not use or disclose such confidential information except as required to perform the **Areion3D** custom part services.

Notwithstanding the foregoing, Areion3D uses third party partners in delivering the **Areion3D** custom part services from time to time. Those partners are also obligated to maintain the confidentiality of your proprietary information. By agreeing to these terms, you explicitly consent to **Areion3D** providing your confidential information to **Areion3D** partners. The foregoing confidentiality obligation does not apply to information in our possession before your disclosure, information that is generally publicly available, information received by us from a third-

party without a confidentiality obligation to you or to any disclosure of information required by law or court order. You recognize thatAreion3D and its custom part service provides similar services to others. We will not, however, use your confidential information in performing those services.

## Severability

If any provision of the Agreement is found to be invalid, illegal or unenforceable, then, notwithstanding such invalidity, illegality or unenforceability, the Agreement and the remaining provisions shall continue in full force and effect. In this event the parties will agree upon a valid, binding and enforceable substitute provision which shall be as close as possible to the commercial interests of the invalid or unenforceable provision.

## **Dispute Resolution**

Customer and **Areion3D** shall endeavor to resolve any controversy, claim or dispute arising out of or relating to the Agreement, or the performance or breach thereof, by negotiation. Any claim that is not resolved by negotiation within thirty (30) days of notification shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The hearing locale will be held in the AAA office closest to the **Areion3D** corporate headquarters.