

**DarTec Terms and Conditions of Sale**  
**Definitions and Interpretation**

**"The Customer"**

Means the party that accepts a quotation or offer for the sale of the Goods and support for Reverse Engineering services for parts, or whose order for the Goods and Services are accepted.

**"The Partner"**

Means DarTec Engineering Consultants registered in Saudi Arabia under license number 3583, Commercial Registration 4030242703, and JCC 172349.

**"The Supplier"**

Means %Company Name+that offers machining and fabricating services.

**"The Services"**

Means the Services to be provided to the Customer as set out in the Quotation/ Contract /Accepted Order

**"Business Day"**

Means any day other than a Friday, Saturday or official holiday, where business hours are from 9:00am to 6:00pm.

**"Commencement Date"**

Means the commencement date for this agreement as set out in the Quotation/ Contract /Accepted Order.

**"The Delivery Date"**

Means the date on which the Goods and Services are to be delivered as stipulated in the Customer's order and accepted by The Partner.

**"The Goods"**

Means the goods (complete or partial) that are/to-be supplied in accordance with the terms and conditions set in the Quotation/Contract/Accepted Order, may also be referred to as parts.

**"Month"**

Means a Gregorian calendar month.

**"Writing"**

Includes any communications effected by letter, facsimile transmission, electronic mail or any comparable means

**"Deliverables"**

The Partner would deliver geometry of the part, assembly, or subassembly that is received from the Customer to the Supplier in STL, IGES, STEP, DWG, or CAD file formats that are compatible with the Supplier's equipment to produce an identical replica of the contracted part(s).

The Partner may need to 'develop' the surface of the part(s) using an aerosol spray material so as to improve the quality of the measured data. This spray will be completely cleaned off the part after scanning; however, some residue of spray may still be present. CAD models generated by The Partner are based on information provided by the Customer, which will be provided to the Supplier for manufacturing. It is the Supplier's responsibility to verify that delivered CAD data meets expectations for accuracy and quality of manufacturing.

**"3D Scanning"**

Due to the very large quantity of unorganized scanned data (Point Cloud) that results from the laser/optical digitizing process, points will be successfully imported into software packages like Geomagic, Rapid-Form, Imageware, or Polyworks. The process of converting raw scanned data (Point Cloud) into usable Stereolithography files (STL) is a manual process (not automated) because the engineer needs to assess the operating conditions of the part that was scanned and reflect them in the modeling process and consequently the engineering drawings.

**"Patent Infringement, and Indemnity"**

Any reverse engineering activity is globally considered a process of coping geometry, which is not considered in any way, shape, or form an infringement on copy rights, registered trademarks, or patents. The US Patent Office grants patents for candidates that meet the patent requirements of usefulness (it must work and have an actual use), novelty (it must not have been previously known), and non-obviousness (it must not be an obvious invention to an ordinary person in that field). Due to the additional operating requirement that the specifications of the invention must be disclosed in the published version of a patent, reverse engineering is generally not necessary to discover the method or process necessary to the independent creation of that invention. Furthermore, the first sale doctrine in patent law allows a purchaser of a product on the open market to use it and even take it apart.

The Partner represent and warrants the services performed by it will not infringe or constitute a misappropriation of any right of any third party including any copyright, trade secrets, or confidentiality rights. Notwithstanding anything to the contrary of the accepted reverse engineering practices and ethics, the customer and/or the supplier agree to defend, release, indemnify, and hold harmless The Partner from claims of any person or entity from infringement or alleged infringement of copy right, or trade secrets, or patents, or misappropriation of trade secrets, or other intellectual property rights arising under any applicable legal requirements with respect to any part that have gone through the process of reverse engineering while the customer and/or the supplier have breached the proper methodology and ethical practices accepted and agreed internationally related to reverse engineering of parts.

**"Intellectual Rights, and Confidential Information"**

Any work related to the reverse engineering of parts for the purposes of reproduction or performance improvement shall be the intellectual property of The Customer and will be treated as confidential information managed by The Partner, and under no circumstances shall be copied or passed on to third parties without written agreement from The Customer. In case the Supplier or Partner intends to use The Customer's drawings and tools for manufacturing beyond the scope of awarded projects, a written approval notice from The Customer would need to be agreed upon and vetted. In cases where The Partner contributes to the design, development, or optimization of parts that were reverse engineered or designed, The Partner has the right to claim partial ownership of the developed product. All related parties agree to non-disclosure of any information exchanged during reverse engineering of parts.

**"Data Storage and Retention"**

The storage and preservation of all the tools, dies, fixtures and gauges shall be maintained under the proper conditions of The Partner so that the longevity for continued use of the same is ensured in their exact dimensions. The Partner will archive customer data for 90 days after project completion. The Customer may elect

The Partner offers optional service to extend the archive period. The Partner assumes no responsibility for storing customer data beyond the 90 days if extended storage is not purchased. The Partner data storage service is for convenience only and The Partner shall not be liable for loss of data for any reason. The Partner strongly encourages customer to immediately download and retain a copy of all data delivered to Customers.

#### “Third Party Inspection”

If the Customer specifies third party inspection / witnessing of the manufacturing process for quality assurance, inspector would be given full access to the supplier's premises where the work is being done.

#### “Payment Terms”

All payments required to be made pursuant to this Agreement by either party shall be made in advance % stages+unless otherwise specified and agreed on, without any set-off, withholding or deduction. The time of payment shall be of the essence of these terms and conditions. If the Customer fails to make any payment on the due date in respect of the price or any other sum due under these terms and conditions, The Partner shall, without prejudice to any right which the Client may have pursuant to any statutory provision in force from time to time.

#### “Basis of Sale and Service”

The Partner will be the recipient of the awarded orders by the Customer and will then perform the 3D scanning and reverse engineering services. The Partner, "if required by Customer", will subcontract the fabrication requirements to the Supplier. Further, the Supplier's employees or agents are not authorized to receive orders from the Customer or to make any representations concerning the Goods and Services for any part(s) that have been scanned unless confirmed by The Partner in writing.

#### “Royalty”

In case The Supplier intends to use the data/drawings/CAD models provided by The Partner for manufacturing of same components, The Partner reserves the right to all scanned data and will charge minimum 5% up to 50% of the selling value as royalty fee from The Supplier for any reproduction of the scanned goods to others.

#### “Delivery and Timing”

Due to changes in workload and unforeseen delays by the customer and/or The Supplier, the delivery date for scanned data may change once the project is initiated. A signed quotation between the customer/supplier and The Partner is required before work can be initiated. A formal purchase order or full payment is required before project scanned data can be delivered. A premium will be charged for expedited work, weekend work and overtime based on required delivery time.

Delivery of the Goods shall be made to The Customer in the Kingdom of Saudi Arabia as specified in the Quotation / Contract / Accepted Order.

The Delivery Date is given on approximate bases only, and time for delivery shall not be of the essence unless previously agreed upon by the Customer/Supplier in writing. The Goods may be delivered in advance of the Delivery Date unless otherwise specified.

#### “Warranty, and Defective Goods”

The Partner warrants the design and technical specifications of manufactured parts are in accordance with industry-standard practices and conforms with the information that are disclosed by The Customer, where The Partner guarantees that it will be free

from defects in material and workmanship. The period of warranty is 6-months starting on the date of delivery, which covers design-related issues pertaining to the part itself and not the system in which it belongs to. The warranty does not cover damage due to external causes, including accidents, abuse, misuse, improper storage, wrong or misleading information provided by The Customer before executing reverse engineering, usage that is not in accordance with normal practices, and any modifications by The Customer or third party. The warranty does not cover any consequential damages, cascading failure, where value will not exceed the good's cost.

If on delivery, any of the Goods are defective in any material or design respect and either The Partner/Customer lawfully refuses delivery/acceptance of defective Goods or, if they are signed for on delivery "condition and contents unknown" The Partner/The Customer gives written notice of such defect to The Supplier within three business days (or as agreed upon) of such delivery, The Partner shall respond as follows:

1. Replace the defective Goods within 90-days, or lesser time as agreed upon by The Supplier, of receiving the Customer's notice; or
2. Refund The Customer with the price of the goods which were defective.

The Supplier shall have no further liability to The Partner/Customer in respect thereof, and The Partner/Customer may not reject the Goods if delivery is not refused, or notice given by The Partner/Customer aforesaid.

#### “Cancellation”

If the Customer cancels an order after it has been placed, a cancellation charge will be assessed based on the amount of work already performed by The Partner/Supplier.

#### “Onsite 3D scanning”

In the event onsite scanning is required, client will prepare in advance the scanning area for The Partner's team to perform the onsite scanning activities and will handle all logistical requirements, such as, forklifts to move the parts to the scanning area, scaffolding erecting 'if needed', or climate-controlled environment for scanning. For precise onsite 3D scanning operation, the scanning area requires the following arrangements:

- **Temperature:** The ambient temperature must be below 30° C to avoid equipment overheating.
- **Part Preparation:** Parts must be cleaned from any debris and placed on appropriate pallets off the ground by 30cm to facilitate smooth scanning.
- **Elevation:** If parts are required to be scanned at an elevated level, a scaffolding must be erected at a maximum distance of 1-meter away from the target parts.
- **Vibration:** For optimum scanning accuracy, the base on which the scanning equipment is mounted as well as the scanned part must be free of vibration.

The Partner will require a 30% deposit for onsite projects in order to cover The Partner's travel, shipping, lodging, and other up-front expenses. If detailed receipts are required for expenses that were not originally planned for, The Partner may elect to invoice the additional expenses separately after invoicing the technical services due to the time it takes to reconcile the expenses.

#### “Arbitration and Applicable Law”

If any (God Forbid) dispute arises after issuance of a Purchase Order by The Customer, such dispute(s) shall be referred in writing to arbitration, and that decision shall be final and binding in all respects. The venue for any arbitration hereunder shall be in the Kingdom of Saudi Arabia. This Agreement and the rights of the parties shall be governed by and construed and enforced in accordance with local law.