

TERMS AND CONDITIONS OF SALE

Effective September 1, 2026 | <https://provenmetal.com/terms>

These terms govern ProvenMetal quotations and orders for PCB fabrication, assembly, sourcing, test, and related work. A Quote may add to or change a term. Where it does, the Quote controls.

01. AGREEMENT AND PRIORITY

These Terms of Sale ("Terms") govern quotations and orders for PCB fabrication, assembly, component sourcing, inspection, testing, and related services supplied by the ProvenMetal entity identified in the applicable Quote ("Seller") to the customer identified in that Quote ("Customer"). The accepted Quote, these Terms, and any document that controls under the next paragraph form the complete agreement for that order (the "Order").

A conflicting term is controlled, in descending order, by: a written agreement signed by both parties; Seller's order acknowledgment; the Quote; and these Terms. A Customer purchase order supplies only the commercial details Seller expressly accepts. Seller rejects all additional or different terms, and its acceptance is expressly conditional on Customer's assent to these Terms. No course of dealing, performance, or trade usage changes them.

02. QUOTES AND ORDER ACCEPTANCE

Unless the Quote states otherwise, it expires 30 calendar days after issue. A Quote is based on the files, quantities, specifications, and market information available on its issue date. Seller may correct an obvious clerical or calculation error before shipment.

A Quote is not an acceptance of an order. Seller accepts an Order only by written acknowledgment or by beginning performance after receiving Customer's assent to these Terms. Delivery dates run from acceptance and Seller's receipt of all required files, approvals, materials, and payment.

03. SPECIFICATIONS AND CHANGES

Customer is responsible for complete and accurate design files, bills of materials, approved-vendor requirements, test requirements, and other specifications. Seller's review or DFM feedback does not transfer responsibility for the design or its intended use to Seller.

A change to scope, quantity, specifications, materials, test, or schedule requires Seller's written approval and may change price and delivery. Seller need not proceed with a change until the parties agree on its effect.

04. COMPONENTS AND PRICE CHANGES

Component pricing and availability are based on supplier information at the time quoted and are confirmed when Seller places purchase commitments. Customer shall pay documented increases in component cost, freight, tariffs, duties, brokerage, minimum buys, or supplier charges arising after the Quote date or from a Customer delay or change. Where practicable, Seller will give notice before committing to a material increase.

Seller will not substitute a component that changes form, fit, or function without Customer's written approval. If a required component becomes unavailable or commercially impracticable, Seller may propose an alternative, revise the schedule, or cancel the affected portion of the Order subject to Section 8.

05. PAYMENT, TAXES, AND LATE CHARGES

Payment is due as stated in the Quote or invoice. If neither states a payment term, payment is due in full before Seller procures material or begins production. Credit terms require Seller's written approval; approved credit invoices are due 30 days from invoice date. Customer may not withhold or set off payment because of a dispute concerning another order.

Past-due amounts accrue a late charge at the lesser of 1.5% per month or the highest rate permitted by law. Customer shall pay reasonable collection costs, including attorneys' fees. Prices exclude sales, use, excise, value-added, and similar transaction taxes, which Customer shall pay unless it provides a valid exemption certificate. Customer is not responsible for taxes on Seller's net income or payroll. Seller may suspend work or shipment while any amount is overdue.

06. NRE AND TOOLING

Non-recurring engineering, programming, setup, stencil, fixture, and tooling charges are non-refundable once the related work or commitment begins. Payment of those charges does not transfer ownership of Seller's equipment, software, methods, general-purpose tooling, or manufacturing know-how.

Customer-specific tooling belongs to Customer only if the Quote expressly says so and Customer has paid all related amounts. Seller may discard inactive Customer-owned tooling after reasonable notice unless the Quote provides a storage period.

07. DELIVERY, TITLE, AND SHIPPING

Unless the Quote states otherwise, domestic shipments are F.O.B. Seller's shipping point under the Uniform Commercial Code, freight prepaid and added to the invoice. International shipments are FCA Seller's shipping point, Incoterms 2020. Risk of loss passes to Customer when Seller delivers the goods to the carrier. Title passes when Seller receives full payment.

Customer is responsible for shipping charges, insurance, import clearance, duties, and taxes. Seller may make partial shipments and invoice them separately. Ship dates are estimates unless Seller expressly agrees in writing to a firm date.

08. CANCELLATION, RESCHEDULING, AND NCNR MATERIAL

Customer may cancel or reschedule an Order only with Seller's written consent. Customer shall pay: the contract price for completed goods; charges for work performed; the cost of work in process, including allocated labor and overhead; reasonable closeout costs; supplier cancellation and restocking charges; and all material and commitments that are non-cancellable, non-returnable, custom, minimum-buy, or not reasonably usable for another customer. Amounts already paid will be credited against those charges.

After full payment, Seller will, on request, make paid Customer-specific material available to Customer, with packing and shipping at Customer's expense. A forecast does not authorize procurement unless the parties agree otherwise in writing.

09. CUSTOMER-FURNISHED MATERIAL

Customer shall provide conforming material in the quantity, packaging, condition, and time needed for production, including reasonable attrition. Seller may inspect Customer-furnished material for count and visible damage but is not responsible for latent defects, authenticity, solderability, shelf life, moisture exposure, or fitness for use.

Customer bears the cost and schedule effect of deficient or late material. Seller is responsible for loss of or damage to Customer-furnished material only to the extent caused by Seller's failure to use reasonable care, subject to Section 15.

10. INSPECTION AND ACCEPTANCE

Customer shall inspect each shipment and give Seller written notice of any claimed nonconformity within 10 calendar days after delivery. The notice must identify the affected units and the specific nonconformity. Goods not rejected within that period are accepted, except for a latent workmanship defect covered by Section 11.

Customer may not return goods without Seller's return authorization. A nonconformity affecting some units does not permit rejection of conforming units.

11. WORKMANSHIP WARRANTY

Seller warrants for 12 months after delivery that the goods will be free from material defects in Seller's workmanship and will materially conform to the manufacturing specifications expressly accepted in the Quote. Customer must notify Seller promptly, obtain return authorization, and provide information reasonably needed to evaluate the claim.

The warranty does not cover defects or failures caused by Customer's design, specifications, software, or instructions; defective, counterfeit, or unsuitable components; Customer-furnished material; normal component variation; misuse; improper handling, storage, installation, or rework; unauthorized modification; or use outside stated ratings. Seller will pass through an available component manufacturer's warranty to the extent transferable.

For a valid claim, Seller's sole obligation, at its option, is to rework or replace the affected goods or refund or credit the price paid for them.

EXCEPT FOR THE EXPRESS WARRANTY ABOVE, SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW.

12. INTELLECTUAL PROPERTY

Customer retains all right, title, and interest in its designs, files, specifications, software, and other materials. Customer grants Seller a limited license to use them only as needed to quote, manufacture, test, deliver, and support the Order. Customer represents that it has the rights needed for Seller to perform the Order and shall defend and indemnify Seller against a third-party claim arising from Seller's authorized use of Customer's materials.

Seller retains all right, title, and interest in its pre-existing and independently developed processes, manufacturing methods, software, automation, fixtures, tooling, know-how, and general improvements. No ownership right or license transfers by implication.

13. CONFIDENTIALITY

Each party shall use the other's nonpublic technical and business information only to perform or receive the Order and shall protect it with at least reasonable care. A recipient may disclose it to personnel, professional advisers, and suppliers who need it for the Order and are bound to protect it.

These duties do not apply to information the recipient can show was lawfully known without restriction, independently developed, rightfully received from another source, or made public without breach. A legally required disclosure is permitted after prompt notice where lawful. These duties last three years after disclosure; trade secrets remain protected while they qualify as trade secrets. A signed NDA controls if it provides greater protection.

14. EXPORT CONTROLS AND ITAR

Each party shall comply with applicable U.S. export-control and sanctions laws. Before providing controlled technical data or requesting controlled work, Customer shall identify the applicable jurisdiction and classification, disclose any ITAR or other handling requirement, and obtain Seller's written acceptance. Customer shall not upload or transmit ITAR-controlled or export-controlled technical data through a system that Seller has not expressly approved for that data.

Customer is responsible for the classification, end use, end user, and licensing of its designs, data, and products, except that Seller is responsible for licenses required solely for an export made by Seller. Seller may refuse or suspend work that presents an unresolved compliance risk.

15. LIMITATION OF LIABILITY

To the fullest extent permitted by law, Seller's total aggregate liability arising out of or relating to an Order, under any theory of liability, will not exceed the total price paid or payable to Seller for that Order.

SELLER WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFIT, LOST REVENUE, BUSINESS INTERRUPTION, LOSS OF USE, RECALL COST, OR COST OF SUBSTITUTE GOODS, EVEN IF ADVISED THAT SUCH DAMAGES WERE POSSIBLE. THIS SECTION LIMITS SELLER'S LIABILITY, NOT CUSTOMER'S PAYMENT OBLIGATIONS.

16. FORCE MAJEURE

Seller is not liable for delay or failure caused by events beyond its reasonable control, including natural disaster, fire, epidemic, war, terrorism, civil unrest, labor disruption, utility or transportation failure, cyberattack, governmental action, embargo, shortage, allocation, or supplier failure. Seller may allocate available materials and capacity among customers in a commercially reasonable manner.

Affected dates will be extended for the delay and its reasonable recovery period. If the event continues for more than 60 days, either party may cancel the unperformed portion by written notice; Customer remains responsible for completed work and committed costs under Section 8.

17. GOVERNING LAW AND GENERAL TERMS

The laws of the U.S. state in which Seller has its principal place of business when it accepts the Order govern the Order, without regard to conflict-of-law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply. The state and federal courts serving that location have exclusive jurisdiction, and each party consents to venue there.

A waiver must be in writing and applies only to the stated instance. If a provision is unenforceable, it will be limited to the minimum extent necessary and the rest will remain effective. An amendment must be in a writing signed by authorized representatives of both parties. The version of these Terms linked in the Quote or in effect when Seller accepts the Order governs that Order; a later website update does not amend an accepted Order.