Terms and Conditions

Widget Makers, Inc. · Rev. A · Effective October 1, 2024

These terms and conditions apply to every quote, purchase order, and order for services provided by Widget Makers, Inc. (“Widget Makers,” “we,” or “us”). By placing an order or using our services, you (“Customer”) agree to them. Please read them carefully.

01 **Services**

Widget Makers provides contract manufacturing services, including plate and sheet metal fabrication, CNC machining, tube fabrication, welding, wire harness and electromechanical assembly, additive manufacturing, rapid prototyping, inspection, and full builds. The services we offer may change without prior notice.

02 **Quotes and Orders**

Orders may be placed by purchase order, through our website, or by contacting us directly. Quotes are valid for the period stated on the quote. An order is accepted only when Widget Makers confirms it in writing. These terms govern every order; additional or conflicting terms in a Customer purchase order apply only if Widget Makers agrees to them in writing.

03 **Drawings and Specifications**

Customer is responsible for the accuracy and completeness of the drawings, models, specifications, and revision levels it provides. Parts are manufactured to the documentation supplied with the order. Changes made after an order is accepted may affect price and delivery.

04 **Pricing and Payment**

Payment for services is due upon completion unless otherwise specified in writing. Payment may be made by credit card, wire transfer, or check.

05 **Lead Times and Delivery**

Lead times and delivery dates are estimates based on current shop capacity and are confirmed when an order is accepted.

06 **Shipping, Title, and Risk of Loss**

Unless otherwise agreed in writing, all goods are shipped F.O.B. Widget Makers' facility in Inglewood, California. All work performed by Widget Makers is deemed complete when the goods are released to the carrier or picked up by Customer at our facility. At that point, title and all risk of loss or damage pass to Customer. Widget Makers is not responsible for loss, damage, or delay in transit; any claim for shipping damage must be filed with the carrier.

07 **Intellectual Property**

Customer retains ownership of its designs, drawings, and technical data. Widget Makers retains ownership of its own processes, programs, tooling, fixtures, and know-how unless otherwise agreed in writing. Neither party may use or distribute the other's intellectual property without prior written consent.

08 **Confidentiality**

Widget Makers will not share confidential information provided by Customer with any third party without Customer's prior written consent, except as required by law. We will also honor any separate nondisclosure agreement in place between the parties.

09 **Export Control**

Customer must identify any technical data or hardware subject to the International Traffic in Arms Regulations (ITAR) or Export Administration Regulations (EAR) before sharing it. Widget Makers is ITAR compliant and handles controlled data and parts in accordance with applicable U.S. export control regulations.

10 **Quality and Inspection**

Work is performed under our ISO 9001:2015 and AS9100D certified quality management system. Certificates of conformance, first article inspection reports, and other quality documentation are provided when specified on the purchase order.

11 **Warranty**

Widget Makers stands behind its workmanship. We will correct defects in workmanship caused by Widget Makers free of charge, provided Customer notifies us in writing within 30 days of delivery. This warranty does not cover defects arising from Customer-supplied designs, specifications, or materials, or from misuse, modification, or improper handling after delivery.

12 **Limitation of Liability**

Widget Makers is not liable for any indirect, incidental, or consequential damages, or for losses incurred as a result of the use of our services. Our total liability for any order is limited to the price paid for the services on that order.

13 **Cancellation and Termination**

Widget Makers reserves the right to terminate services at any time for any reason, including non-payment. Customer may terminate services at any time by giving written notice. If an order is cancelled, Customer is responsible for payment for work completed and materials purchased up to the date of cancellation.

14 **Governing Law and Jurisdiction**

These terms are governed by and interpreted in accordance with the laws of the State of California and the United States. Any dispute arising from or relating to these terms is subject to the exclusive jurisdiction of the state and federal courts located in Los Angeles County, California.

15 **Changes to These Terms**

Widget Makers may modify these terms at any time. Changes are posted on our website and take effect upon posting. Orders accepted before a change remain governed by the terms in effect when they were accepted.

By placing an order or using our services, you acknowledge that you have read, understood, and agree to be bound by these terms. If you do not agree, please do not use our services.