RAM3D TERMS OF TRADE

1. **Interpretation**: In these Terms of Trade ("**Terms**"): (i) "we", "us", and "our" means Rapid Advanced Manufacturing Limited; (ii) "you" and "your" means the person, company or other legal entity that orders or buys services from us; (iii) "services" means the services that we supply to you, including any products or deliverables provided in connection with those services; (iv) "products" means any physical goods or products which we provide to you in connection with services from time to time, whether based on a design created by you, or by us and approved by you; (v) "including" and similar words do not imply any limitation; (vi) notification in writing includes notification by email or notification on the www.ram3d.co.nz website.
2. **Application**: These Terms apply to the supply of services and/or products to you by us and, unless otherwise agreed in writing by us, prevail over any terms in any purchase order or other document or form submitted by you. These Terms, any quotation issued to you by us, and any specific terms of a purchase order or other document that are either consistent with these Terms or expressly accepted by us in writing, constitute the entire contract between us ("**Contract**"), and supersede all prior agreements and understandings between us, whether written or oral, relating to the subject matter in question. In the event of any conflict, a quotation from us takes precedence over these Terms, and a written contract signed by both of us takes precedence over either.
3. **Acceptance of Orders**: Orders received by us are not valid until accepted by us in writing. Orders, once accepted by us, may only be cancelled with our prior written approval (which may be given or withheld in our sole discretion) and you will pay us any amounts invoiced by us for work done, and materials used, and all other costs relating to that cancellation.
4. **Delivery**: Where a delivery date is agreed or specified for any services or products, that date is an estimate only. We will use reasonable endeavors to deliver the services or products by any agreed date, or where no delivery date is agreed, in accordance with our then standard lead times (if any). You acknowledge that the services are acquired by you for the purposes of a business and that the provisions of the Consumer Guarantees Act 1993 are excluded in relation to the services.
5. **Ownership**: Title to any products or deliverables provided as part of the services will remain with us until all amounts owing to us for the services and/or products are paid in full.
6. **Price and Payments**: Unless otherwise specified in writing (including in a written quotation we provide to you or in a written contract between the parties): (a) services will be invoiced at the price we quote you (including in any written quotation); (b) we reserve the right to require payment in advance; (c) where we agree to credit terms, then payment is due within 14 days of the date that the services were supplied; (d) unless otherwise agreed payment will be made in New Zealand currency without deduction, withhold or set-off.
7. **Non-Payment**: All payments must be made by you and will not be subject to, or conditional on, any payments from a third party or any other matter. If payment is not received by us for any reason, we may, at our option and without prejudice to our other lawful remedies: defer delivery; cancel or suspend any outstanding order, any credit terms or the Contract; and/or, charge interest on the overdue amount at 4% above the overdraft lending rate used by our bankers.
8. **Taxes and Other Charges**: Any sales tax, excise tax, duty, inspection or testing fee, or any other tax, fee or charge imposed by any governmental authority, on or measured by the arrangements or payments between us, will be paid by you in addition to the prices quoted or invoiced. If we are required to pay any such tax, fee or charge, you will reimburse us for the amount we have paid or provide us at the time the order is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge.
9. **Intellectual Property**: Intellectual property that existed prior to you submitting an order to us remains the property of the owner as at the order date. Where you pay us for design services, we will enter into a separate agreement. In the absence of such an agreement, all new intellectual property created or developed during the provision of the services is owned by us. We grant you a non-exclusive royalty-free, perpetual licence to use the intellectual property relating to the products supplied by us to you for the purpose of using, promoting and distributing such products.
10. **Products**: You acknowledge that any products supplied by us to you have been manufactured based on a design provided or approved by you and that our sole responsibility is to manufacture products that comply with that design. Subject to and without limiting clauses 9 or 11, in no event will we be liable for any claims arising out of or in connection with the products.
11. **Liability**: All other warranties in relation to the services and/or products, whether express or implied (including any implied warranty of merchantability or fitness for any particular purpose), are excluded. To the extent permitted by law our sole and exclusive liability and your exclusive remedy with respect to any services, products or otherwise arising out of or in connection with this Contract be the resupply of the services (or replacement of any products or deliverables) free of charge, or (in our sole discretion) a credit or refund of the fees paid for the services and/or products in question. The foregoing obligation reflects our maximum aggregate liability in connection with any claims arising under or in connection with this Contract, whether in contract, tort (including negligence), product liability or otherwise. IN NO EVENT WILL WE BE LIABLE (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, PRODUCT LIABILITY OR OTHERWISE) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OR ANY LOSS OF PROFITS (WHETHER DIRECT OR INDIRECT), EVEN IF WE HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.
12. **Indemnity**: You will indemnify and hold us harmless against all losses, damages and expenses (including legal fees) that we may incur as a result of any claim (whether in contract, tort, including negligence, or otherwise) by you or your officers, agents, employees, customers or any third party, whether direct or indirect, in connection with the use of any services or products, or by reason of your breach of or failure to perform any of your obligations under the Contract.
13. **Resale of Products**: You agree that you will not resell any products, unless the terms of such resale specifically and effectively exclude and disclaim any liability of us (and our related companies) for any direct or indirect losses, costs or damages suffered or incurred in connection with the products and/or services.
14. **Confidentiality:** You agree to keep any information about our business that is not public knowledge confidential, unless such information is rightfully received by you from a third party or is required to be disclosed by law.
15. **General**: If any part of these Terms is held to be illegal, void or unenforceable, the remaining parts of the Terms will remain in full force. The Terms are governed by and will be construed in accordance with the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the New Zealand courts. The provisions of the United Nations Convention on Contracts for the International Sale of Goods are expressly excluded from, and will not apply to, these Terms. If we fail to exercise any right or remedy available to us, this will not prejudice our right to later exercise that or any other right or remedy.