
WILHITE PRECISION DESIGN LLC

STANDARD TERMS & CONDITIONS OF SALE

Effective Date: July 10, 2026

These Terms & Conditions govern all quotations, purchase orders, design services, drafting services, engineering support, reverse engineering, CAD modeling, and related services provided by Wilhite Precision Design LLC ("WPD"). By signing a quotation, issuing a purchase order, authorizing work to begin, or accepting any deliverables, the Client agrees to these Terms & Conditions.

1. Acceptance of Quotation

A quotation becomes binding upon the earliest of:

- Client signature on the quotation.
- Issuance of a purchase order referencing the quotation.
- Written authorization to begin work.
- Acceptance of any work or deliverables.
- No work will begin until acceptance has been received unless otherwise agreed in writing.

2. Scope of Work

Services shall be limited to the scope specifically described within the quotation.

Any services requested outside the quoted scope, including additional drawings, redesigns, engineering changes, meetings, documentation, manufacturing support, or revisions beyond those included, shall be considered additional work and billed at the applicable hourly rate or quoted separately.

3. Customer Responsibilities

The Client is responsible for providing complete and accurate information, including but not limited to:

- Existing drawings
- CAD models
- Specifications
- Dimensions
- Material requirements
- Manufacturing requirements
- Inspection requirements
- Applicable standards
- WPD is entitled to rely upon information supplied by the Client. Delays or errors caused by inaccurate or incomplete information may result in schedule extensions and additional charges.

4. Revisions and Design Changes

Unless otherwise stated in the quotation, the quoted price includes up to two (2) minor revisions after initial submission.

Minor revisions include reasonable dimensional changes, notes, or small design modifications.

Major redesigns, scope changes, additional concepts, or revisions resulting from changed customer requirements are outside the original scope and will be billed separately.

5. Pricing

Quoted prices are based solely upon the stated scope of work.

Additional work requested after acceptance shall be billed at the current hourly rate or quoted separately.

Quoted prices remain valid for thirty (30) calendar days unless otherwise stated.

6. Payment Terms

Unless otherwise stated:

Payment terms are Net 30.

Invoices become due thirty (30) days from the invoice date.

WPD reserves the right to require deposits or progress payments for larger projects.

Late payments may incur interest at the maximum rate permitted by Kentucky law.

Client is responsible for reasonable collection costs and attorney fees incurred in collecting unpaid invoices where permitted by law.

7. Suspension of Work

If payment becomes overdue, WPD may suspend work until all outstanding balances have been paid.

Project schedules shall automatically extend by the duration of any payment-related suspension.

8. Ownership of Deliverables

Until full payment has been received:

- All CAD models
- Native CAD files
- Drawings
- Calculations
- Fixtures
- Concepts
- Engineering documentation
- Design files
- remain the sole property of Wilhite Precision Design.
- Upon receipt of full payment, the Client receives ownership or a license to use only the deliverables specifically identified within the quotation.
- Unless specifically included, native CAD files are not part of the deliverables.

9. Intellectual Property

WPD retains ownership of all design methods, templates, libraries, standard details, workflows, proprietary techniques, and internal processes developed before or during performance of the work.

Nothing herein transfers ownership of WPD's intellectual property except as expressly stated.

10. Confidentiality

WPD will treat all customer drawings, specifications, and proprietary information as confidential and will not disclose such information to third parties except:

with Client authorization;

when required by law; or

as necessary to complete the contracted work through trusted subcontractors bound by confidentiality obligations.

Likewise, the Client agrees not to distribute WPD proprietary design methods or internal documentation without written consent.

11. Reverse Engineering Services

When reverse engineering existing components, WPD makes reasonable efforts to accurately reproduce geometry based upon available parts, measurements, and customer information.

Unless specifically stated otherwise, reverse-engineered models are not certified as original manufacturer data and should be independently verified before production.

12. Manufacturing Responsibility

WPD provides design and drafting services.

The Client is solely responsible for:

- manufacturing methods;
- tooling selection;
- machining processes;
- assembly procedures;
- inspection;
- testing;
- regulatory compliance; and
- verification that supplied designs are suitable for the intended application.

13. Client Review and Approval

The Client shall review all drawings and deliverables prior to manufacturing.

Written approval, purchase order release, production release, or manufacture of parts constitutes acceptance of the design.

Following approval, responsibility for production from the approved revision transfers to the Client.

14. Warranty Disclaimer

WPD warrants only that services will be performed using reasonable professional skill and care.

Except for the foregoing, all services are provided "AS IS."

WPD disclaims all other warranties, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

15. Limitation of Liability

To the fullest extent permitted by law, WPD's total liability arising from any claim related to the services provided shall not exceed the total amount paid by the Client for the specific project giving rise to the claim.

- Under no circumstances shall WPD be liable for:
- lost profits;
- production downtime;
- loss of business;
- delay damages;
- consequential damages;
- incidental damages;
- indirect damages; or
- special damages.

16. Indemnification

The Client agrees to indemnify and hold harmless Wilhite Precision Design LLC from claims arising from:

- manufacturing defects;
- improper use of the design;
- modifications made by others;
- misuse of deliverables; or
- use outside the intended application.

17. Project Cancellation

The Client may cancel work at any time.

The Client shall remain responsible for payment of all work completed through the cancellation date, including non-cancelable expenses incurred on the Client's behalf.

18. Force Majeure

Neither party shall be liable for delays caused by events beyond reasonable control, including natural disasters, labor disputes, utility interruptions, government actions, pandemics, supplier failures, or similar events.

19. Governing Law

These Terms & Conditions shall be governed by the laws of the Commonwealth of Kentucky without regard to its conflict-of-law principles.

20. Entire Agreement

These Terms & Conditions, together with the applicable quotation, constitute the entire agreement between the parties and supersede prior discussions or understandings relating to the services provided.

No modification shall be effective unless agreed to in writing by both parties.

21. Severability

If any provision is found unenforceable, the remaining provisions shall remain in full force and effect.

22. Electronic Acceptance

Electronic signatures, emailed approvals, electronic purchase orders, and other electronic methods of acceptance shall have the same force and effect as original handwritten signatures.

23. Sales Tax

Applicable taxes, if required by law, shall be added to invoices unless the Client provides a valid tax exemption certificate.

Wilhite Precision Design LLC

Precision in Design. Confidence in Manufacturing.