



# Argon Prototypes Inc. Terms of Service v2

## 1. Introduction and Definitions

By using Argon Prototypes' Services, you expressly agree to be bound by these terms and all applicable laws and regulations governing our Services. These terms form a legally binding agreement between you and [www.argonprototypes.com](http://www.argonprototypes.com) in relation to your use of our Services and applies to all users of our Services.

As used in this Agreement, "Argon Prototypes", "[www.argonprototypes.com](http://www.argonprototypes.com)", "we," "us," and "our" shall mean Argon Prototypes Inc. and its subsidiaries and affiliates. By accessing or using the services available (the "**Services**"), you agree to be bound by these Terms of Service. These Terms do not alter in any way the terms or conditions of any other agreement you may have with Argon Prototypes for products, services or otherwise. If you are using our Services on behalf of any entity, you assert that you are authorized to do so.

We may, at our sole discretion, modify or revise these Terms of Service and policies at any time by giving notice on our Website and/or through our Services, and you agree to be bound by such modifications or revisions. Although Argon Prototypes may attempt to notify you when major changes are made to these Terms of Service, you should periodically click on our Terms of Service to review any updates. All changes shall be effective immediately when we post them and shall apply to all access to and use of our Website thereafter. Nothing in these Terms of Service shall be deemed to

confer any third-party rights or benefits hereunder.

THIS IS A LEGAL AGREEMENT. BY PURCHASING OUR PRODUCTS OR SERVICES, YOU ARE ACCEPTING AND AGREEING TO THESE TERMS OF SERVICE ON BEHALF OF YOURSELF OR THE ENTITY YOU REPRESENT. YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ACCEPT AND AGREE TO THESE TERMS OF SERVICE ON BEHALF OF YOURSELF OR THE ENTITY YOU REPRESENT. YOU REPRESENT THAT YOU ARE OF SUFFICIENT LEGAL AGE IN YOUR JURISDICTION OR RESIDENCE TO ENTER INTO THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THE PROVISIONS OF THESE TERMS OF SERVICE, YOU SHOULD NOT CONDUCT BUSINESS WITH ARGON PROTOTYPES.

**Applicable Laws** shall mean and include all applicable statutes, enactments, acts of legislature or parliament, provincial laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any governmental authority, tribunal, or a court of Canada.

**Advertising Regulation** means any present or future code of practice, including the Broadcast Canadian Code of Advertising, adjudication, decision, direction or rule of any Advertising Regulator and includes any modifications, amendments or extensions thereof in force from time to time.

**Content** means report text, graphics, images, music, software, audio, video, information or other materials.

**You/User/Customer** is any person or corporate entity who utilizes Argon Prototypes' services or purchases its products.

**Representative** means an entity and its Affiliate(s), any director, officer, employee, consultant, contractor, agent, distributor, or attorney associated with the company.

**Specifications** mean all the required design characteristics and physical properties of a part, including but not limited to dimensions, tolerances, surface finish, and material type.

**Part** means any physical item manufactured by us or by our Partners on your behalf.

**Website or Sites** means [www.argonprototypes.com](http://www.argonprototypes.com)

**Third-Party** means products and services offered by the organization/individual who is not a party to this Agreement.

## **2. Ambit of Service**

Argon Prototypes hosts and maintains an email address that enables our customers to send us PDF drawings or 3D models for their manufacturing projects. Argon Prototypes maintains a vendor manufacturing program consisting of a network of third-party subcontractors (each, a "**Partner**") capable of performing services such as anodizing, painting, plating and more, upon the Customer's approval. In some cases, Argon Prototypes may suggest subcontracting certain services to our Partners.

## **3. You Acknowledge and Agree**

By using our Services, you agree to:

- Comply with all applicable laws and regulations, including, but not limited to, all intellectual property, data, privacy any export control laws;
- Upload and disseminate only Content or information that you own all required rights to under the law, are authorized to disseminate (and are not subject to any confidentiality obligations), and do so only consistent with applicable law and as permitted by any agreements to which you are bound; and

If Argon Prototypes has reason to believe that you have failed to comply with the above, Argon Prototypes may, without notice, suspend or terminate your access to the Services and refuse any and all current or future use of the Services (or any

portion thereof).

## **4. Ordering Process**

### **4.1 Placing Orders**

In order to place an order with us, you must provide us with an acceptable 2D dimensional drawing (i.e. .PDF, .DXF, etc.) or a 3D design file (i.e. .STEP, .F3D, etc.) for the Parts you want to be manufactured pursuant to the terms of this Agreement. Along with/included in the files you send, you should provide us precise details of your order such as dimensions, dimensional tolerances, material and material grade, surface finish, or anything else you deem relevant. Argon Prototypes will not alter, modify or change the specifications of any Part without obtaining written approval from you.

You will be able to see and review the order, and then the estimated costs (production, delivery, and other taxes when applicable) shall be provided by Argon Prototypes to You before finalizing the order (the "Quote"). If, however, you intend to provide your own delivery and carrier partner, no delivery costs shall be added to the Quote. No contract to manufacture any Part exists until Argon Prototypes acknowledges your acceptance of its Quote by a confirmatory e-mail or other appropriate means of communication, as determined by Argon Prototypes in its sole discretion. The Quote provided is valid only for 20 days; post 20 days, the provided Quote shall be considered invalid, and prices are subject to change. Since each order is custom manufactured, you may not cancel an order once it has been placed. Argon Prototypes, at its sole discretion, may permit a Customer to cancel an order and may charge a fee for materials, tooling, and labour.

### **4.2 Specifications**

If you accept our quote by placing an order, Argon Prototypes will, subject to the terms herein, manufacture or have manufactured the Part(s) in accordance with the specifications provided to us. You are solely responsible for ensuring that the specifications in the 2D or 3D files and other information that you submit in your order are accurate and complete before placing an order.

### **4.3 Cancellations by Argon Prototypes**

Argon Prototypes may, at any time during the quotation, ordering and the manufacturing process, revoke and/or cancel any Quote/order if there are technical or other reasons such as a concern about intellectual property ownership of the design or the legality of the Part to do so. In such case, Argon Prototypes will reimburse you all funds paid for such Part, if any.

### **4.4 Limitations**

Due to technical limitations of current technology, it may be impossible or commercially impracticable to manufacture certain Parts in accordance with your Specifications. In such cases, Argon Prototypes will use its commercially reasonable efforts to notify you. Upon written approval from you, Argon Prototypes and its Partners reserve the right to either manufacture the Part with different dimensions and/or change to another production technique and apply any modification to the order (such as modification of price, of terms/term of delivery, etc.) resulting from such decision. You agree to pay Argon Prototypes additional compensation, if any, resulting from amended Specifications which may change the costs incurred. Argon Prototypes shall not be liable in the event any product/part gets damaged due to specifications provided by you. Furthermore, you shall be responsible for maintaining the health or other relevant insurance for your employees/contractors for any damage caused by the Part.

### **4.5 Subcontracting**

You acknowledge and agree that, with your written approval, Argon Prototypes may subcontract or otherwise delegate some part of the order you place to our Partners. In such a case Argon Prototypes may share details of your order and share manufactured Parts with its Partners to complete the manufacturing of your order; however, at your discretion we can require the partners involved to sign NDAs (Non-Disclosure Agreements).

### **4.6 Compliance with Export Controls**

The data, items, deliverables, and Services may be subject to national, foreign, and international trade and export control laws and regulations. You shall identify any 2D or 3D models and resulting items that are controlled under Export Laws at the time of

providing them to Argon Prototypes, including but not limited to identifying data and items that are controlled under the International Traffic in Arms Regulations ("ITAR"). Notwithstanding any other provision of this Agreement, you shall be liable for all damages, losses, and liabilities incurred by Argon Prototypes as a result of your non-compliance with export laws or failure to accurately identify applicable export laws.

#### **4.7 Prohibited Items**

Argon Prototypes retains the right to refuse any Part that is illegal or designed to harm human beings or which Argon Prototypes otherwise deems inappropriate in its sole discretion. As such, Argon Prototypes prohibits the use of its Services to manufacture certain Parts designed for use or integration into firearms or for such Parts that require any federal, provincial, state or local licenses to manufacture.

## **5. Payment Terms**

### **5.1 Payment**

You agree to pay all fees or charges to your Account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. Unless otherwise expressly agreed in advance by you and Argon Prototypes, all invoices are due thirty (30) days after the date of invoice. Argon Prototypes reserves the right to require partial or full payment in advance for certain orders. All invoices are due in full, without any deductions or offsets. All invoices will be deemed final and binding unless you object to an invoice, in writing, within three (3) days of receipt. All invoices not paid in full within such thirty (30) day period shall bear interest at the rate of 5% per month or the highest rate permitted under law. You agree that Argon Prototypes is authorized to immediately invoice you for all fees and charges due and payable to Argon Prototypes hereunder and that no additional consent or notice is required. You agree to immediately notify Argon Prototypes of any change in your billing address or the payment details used for payment hereunder. Argon Prototypes reserves the right at any time to change its prices and billing methods, either immediately upon posting a notice on the Website or by e-mail delivery to you.

## **5.2 Taxes and Costs**

Unless otherwise stated, the price quoted with respect to the manufacture of any Part includes the cost for the Services rendered by Argon Prototypes, the standard shipping (as selected by Argon Prototypes), as well as all applicable sales and use taxes. You shall be liable for all other transaction duties and taxes (other than taxes based on Argon Prototypes' net income) such as wire transfer banking fees. If your order is exempt from sales tax, you must submit a valid sales tax exemption certificate.

## **5.3 Suspension of Services**

Subject to the Quote, Argon Prototypes reserves the right to suspend performance hereunder (including the manufacture or delivery of any Parts) in the event you fail to pay all outstanding amounts when due, and Argon Prototypes retains full legal title to the Parts until it has received full payment with respect to such Parts and payment on any other Parts that you have ordered. Argon Prototypes reserves the right to refrain from manufacturing additional orders, or additional components of an existing order if the outstanding issued invoices remain unpaid.

## **6. Shipping Estimates; Risk of Loss or Damage in Transport**

Quotations issued by Argon Prototypes will contain an estimated lead time, meaning the estimated number of days or weeks it will take to manufacture the Part(s) upon receiving a purchase order. This lead time does not include shipping. Shipping time and costs will depend on external factors such as the delivery type and delivery service used. You shall be responsible to pay any applicable duties and taxes. Argon Prototypes is not responsible for any delays, loss, or damage of products during the shipment. Replacement or reimbursement for parts damaged or lost during the shipment is at Argon Prototypes' sole discretion. Argon Prototypes does not include any of its own shipping insurance in the quote unless requested by you.

## **7. Warranties**

### **7.1 Limited Warranty**

For a period of twenty (20) business days following delivery of the Part(s) (the “**Warranty Period**”), Argon Prototypes warrants that all Parts delivered to you will be free from defects in materials, dimensions, and tolerances. If you believe any Parts delivered are defective as such and wish to make a warranty claim within the warranty period, we will cover all costs to ship the parts back to our facility for inspection. If such parts prove to be defective upon inspection, Argon Prototypes shall either repair or replace, at its sole option, such parts at its own expense. While we will make commercially reasonable efforts to repair or remake parts within thirty (30) days of your claim, due to other ongoing contracts it may take longer to complete.

### **7.2 Limited Warranty Exclusions**

Warranties do not apply to Parts which have been altered or damaged by anyone other than Argon Prototypes personnel.

Argon Prototypes does not warrant that any post-machining services completed for you in-house or by a subcontractor (such as anodizing, plating or otherwise) will meet Customer expectations or purposes; and as such Argon Prototypes will not repair or replace Parts for these reasons.

All Parts delivered are deemed to be acceptable and out-of-warranty if we are not notified of any defects during the Warranty Period.

Reminder: Warranties are subject to sections 4.3, 4.4, 4.6, 4.7 and 5.3. There are no warranties for cancelled orders, orders with payments overdue, incomplete orders due to technical limitations, nor for orders containing parts that are found to be illegal or non-compliant with export controls.

### **7.3 No Warranty of Part Specifications or Fitness for Use**

You acknowledge and agree that Argon Prototypes will use commercially reasonable efforts to manufacture or have the Part manufactured by its Partners in accordance with your Specifications. Argon Prototypes does not, however, warrant



Part design or Specifications. The Specifications agreed upon in the quote and purchase order are your sole responsibility and Argon Prototypes does not warrant that the Part will be merchantable or fit for its particular use/purpose, including under circumstances where Argon Prototypes designs, helps to design, or modifies the design of your Parts on your approved behalf.

## **8. Customer's Content**

If you use the Services, you agree that Argon Prototypes will be required to collect, use, and process data from your organization for the purpose of providing its Services. You shall make available all billing and other required information and documentation in a format reasonably requested by Argon Prototypes. You shall maintain an accurate backup copy of all data provided to Argon Prototypes. You acknowledge that transferring Customer Content in connection with the Services is subject to the possibility of human and machine errors, omissions, and losses, including inadvertent loss of data, or damage to media that may give rise to loss or damage. You are responsible to adopt reasonable measures to limit the impact of such problems.

With respect to Customer Data, you represent, warrant, and covenant that:

- The provision of the Customer Content to Argon Prototypes and Argon Prototypes' contemplated use thereof complies with all laws, and you have received all necessary third-party approvals and consents with respect to the Services; and
- The Customer, and Argon Prototypes' use of the Customer Data, does not and will not infringe or violate the intellectual property rights or other rights of any third party.
- You shall exclusively own all Customer Data. You hereby grant Argon Prototypes a non-exclusive, non-transferable, royalty-free, worldwide right to handle Customer Content in conducting its Services for you.

## **9. Ownership and Intellectual Property**

### **9.1 Argon Prototypes' Ownership and Intellectual Property**

Argon Prototypes, its affiliates and licensors have exclusive ownership of its intellectual property rights including copyrights, patents, trademarks, and trade secrets. Your possession, access, and use of the Services do not transfer to you or any third party any rights, title, or interest in such intellectual property rights. Argon Prototypes, its affiliates and licensors and suppliers reserve all rights not granted in these Terms. There are no implied licenses herein. You may not use any Content within our intellectual property in any commercial way, nor may you copy or incorporate any of such Content into any other work without the written consent of Argon Prototypes.

By agreeing to these terms, you cannot obligate Argon Prototypes to share its manufacturing techniques or processes with you or any third party. This includes but is not limited to its computer programming/code, choice of tooling, and machine setup techniques. Use of Argon Prototypes' services does not transfer to you or any third party any rights, title, or interest in its manufacturing techniques or processes.

All suggestions or feedback provided by you to Argon Prototypes with respect to the Website or Services shall be Argon Prototypes' property. Argon Prototypes may use, copy, modify, publish, or redistribute the feedback submission and its contents for any purpose and in any way without any compensation to you.

If you believe that anything on the Website or available through the Services infringes upon any copyright which you own or control, you may contact us via email at [support@argonprototypes.com](mailto:support@argonprototypes.com)

### **9.2 Your Content**

Argon Prototypes does not claim any ownership over your Specifications or any content, data or other materials that you send or otherwise make available to Argon Prototypes ("**Your Content**"). You are solely responsible for the Content that you upload to the Website or otherwise share with us. Unless expressly prohibited by a signed non-disclosure agreement (NDA) or another kind of signed agreement

between you and Argon Prototypes, you hereby grant Argon Prototypes a non-exclusive, perpetual, royalty-free, fully paid-up, sublicensable (to our Partners), right and license to reproduce and use your Content for the purpose of designing, manufacturing and delivering your Parts to you, and to provide you with any other Services that you request. You may request the return or destruction of your Content at any time by written notice to Argon Prototypes, provided that Argon Prototypes may keep archival copies only to comply with applicable law or document retention policies. You further acknowledge and agree that Argon Prototypes may use your Content on an aggregated and anonymized basis to improve the Website and Services, including, without limitation, to improve our pricing algorithms and help manufacture Parts in a more efficient and expedient manner. If Argon Prototypes, in its sole commercial discretion, determines that the Specifications you submit to the Website infringe upon the intellectual property rights of any third party, Argon Prototypes reserves the right to refuse to manufacture the Part(s) based on your Specifications. Argon Prototypes will use commercially reasonable efforts to protect the confidentiality of your Content and to only share your Content with third parties as reasonably necessary in connection with the provision of the Services or as otherwise permitted herein. Notwithstanding the foregoing, Argon Prototypes may disclose your Content if required by law.

## **10. Electronic Communications**

When you send an e-mail to Argon Prototypes, you are communicating with us electronically. You consent to receive communications from us electronically. You agree that all agreements, notices, disclosures and other communications that Argon Prototypes provides to you electronically satisfy legal requirements that such communications be in writing.

## **11. Use of the Services**

Any unauthorized use of the Services is strictly prohibited and will terminate the license granted in these Terms. No licenses or rights are granted to you by implication or otherwise, except for the licenses and rights expressly granted to you.

## **12. Third-Party Links, Content and Services**

Any and all contents and services (including advertising) within Argon Prototypes that are not owned by Argon Prototypes are “third-party content and services”. Argon Prototypes acts merely as an intermediary service provider and accepts no responsibility or liability for third-party content.

## **13. Reliance on Information Posted**

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk and responsibility. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website or by anyone who may be informed of any of its contents.

## **14. Indemnification By You**

You agree to indemnify and hold harmless Argon Prototypes and its officers, directors, shareholders, agents, licensees, employees, successors and assigns, and Partners, from and against any and all damages, liabilities, awards, losses, costs and expenses including, without limitation, reasonable attorneys' fees and court costs: (i) arising out of any breach by you of any undertaking, warranty, representation or Agreement contained herein; (ii) arising out of a claim that a Part manufactured by

Argon Prototypes pursuant to an order hereunder violates any law, regulation or ordinance; (iii) arising out of a claim with respect to the Part or any product or service that incorporates the Part, whether arising out of product liability, strict liability, negligence or otherwise. This includes claims related to any injury, death or damage to any person or property; or (iv) arising out of any claim that any Part Specification infringes upon or violates any patent, trade secret, copyright, trademark, service mark, right of publicity or other right of any third party.

## **15. Limitation of Liability**

In no event shall Argon Prototypes, its officers, directors, employees, or agents, be liable to you for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any (i) Errors, mistakes, or inaccuracies of the Part manufactured, (ii) Poor performance of Parts that we design or help to design on your behalf, (iii) Personal injury, or damage of any nature whatsoever, resulting from your access to and use of our services or Parts manufactured by us or by our partners, (iv) Unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (v) Errors or omissions in our designing of any Parts, and (vi) Errors or omissions in any Part manufactured or for any loss or damage of any kind, in each case whether based on warranty, contract, tort, or any other legal theory, and whether or not Argon Prototypes is advised of the possibility of such damages. You specifically acknowledge that Argon Prototypes shall not be liable for any financial loss, damage to your mechanical equipment, or any personal injury or for any negligence from Argon Prototypes' side.

You also acknowledge that the risk of harm or damage from the foregoing rests entirely with you because some jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages. In such jurisdictions, the above limitations and exclusions may not apply to you. In such jurisdictions, our liability is limited to the extent permitted by law, thereby minimizing our liability to you to the lowest amount permitted by applicable law. The services are controlled and offered by Argon Prototypes from its facilities in Canada and USA. Argon Prototypes make no representations that the services are appropriate or available for

use in other locations. Those who access or use the Services from other jurisdictions do so of their own volition and are responsible for compliance with local law.

You understand and agree that this limitation of liability shall apply even if Argon Prototypes is found liable for any loss or damage due to breach of contract, breach of express or implied or limited warranty, negligence of any kind or degree, strict product liability, subrogation, indemnification or contribution, or any other theory of liability. However, this limitation of liability shall not apply to any willful, wanton, intentional or reckless misconduct of argon prototypes or gross negligence of Argon Prototypes in those states that do not permit limitation of liability for gross negligence.

**CAP ON LIABILITY:** UNDER NO CIRCUMSTANCES WILL ARGON PROTOTYPES BE LIABLE TO YOU FOR MORE THAN THE AMOUNT RECEIVED BY ARGON PROTOTYPES FROM YOU UNDER A GIVEN ORDER FOR ANY CLAIM RELATING TO A GIVEN ORDER.

## **16. Disclaimer of Warranties**

THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS YOU OBTAIN THROUGH THE WEBSITE OR FROM US ARE PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND OTHER THAN THOSE EXPRESSLY INCLUDED IN THE WARRANTIES SECTION (SECTION 7) OF THIS AGREEMENT. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WE SHALL NOT BE LIABLE TO YOU FOR ANY LOSS SUFFERED IN RELATION TO YOUR USE OR INABILITY TO USE THE WEBSITE OR OUR SERVICES WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE AND ITS CONTENT WILL BE ACCURATE OR RELIABLE.

WE MAKE EVERY EFFORT TO VERIFY STATEMENTS AND INFORMATION SUBMITTED BY THE THIRD PARTIES AND OUR MEMBERS, THE INFORMATION COMPILED BY US IS BASED ON INFORMATION SUPPLIED BY VARIOUS INDIVIDUALS AND BUSINESSES, IT DOES NOT REPRESENT THE VIEWS OF ARGON PROTOTYPES, AND ARGON PROTOTYPES CANNOT BE HELD RESPONSIBLE FOR ANY OMISSIONS OR INACCURATE CLAIMS THAT MAY APPEAR.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## **17. Termination**

Argon Prototypes reserves the right, in its sole discretion to terminate your right to access and use the Services if you violate these Terms or any other terms or policies referenced herein, or if you otherwise create risk or possible legal exposure for us.

## **18. Entire Agreement / Severability**

These Terms and Conditions constitutes the entire Agreement between you and Argon Prototypes, in relation to your use of our Products, Website and/or the Services and supersedes any prior representations, inducements or agreements relating to its subject matter. You agree that these Terms of Service are not intended to confer and do not confer any rights or remedies upon any third party. If any part of these Terms of Service is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. These Terms of Service, including all terms and policies referenced herein, contain the entire understanding and supersede all prior agreements,

between you and Argon Prototypes relating to this subject matter and cannot be changed or terminated orally.

## **19. Assignment**

You may not assign these Terms or any of the rights granted hereunder without the prior written consent of Argon Prototypes, and any attempted assignment without such consent shall be void. Subject to the foregoing restriction, these Terms will be fully binding upon, inure to the benefit of, and be enforceable by us and our respective successors and assigns.

## **20. Non-waiver**

Failure by either Argon Prototypes or you to exercise or enforce any right conferred shall not be deemed to be a waiver of any such right nor operate so as to bar that exercise or enforcement thereof or of any other right on any later occasion.

## **21. Force Majeure**

Argon Prototypes shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control; including, without limitation, any failure to perform hereunder due to unforeseen circumstances or causes beyond its control such as acts of God, pandemic, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labour or materials.



## **22. Governing Law and Arbitration**

### **22.1 Governing Law**

The Parties hereby agree that all actions brought in respect of this Agreement, or any Services delivered pursuant to this Agreement, shall be brought before a Competent Court of Canada, and the parties hereby acknowledge the exclusive jurisdiction of the Competent Courts of Ontario. Therefore, you agree that: (i) the Service shall be deemed solely based in Ontario and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than Ontario. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of a competent court located in Ontario or the Canada District Court, for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as further set forth in the Arbitration provision below.

### **22.2 Arbitration Procedures**

In the event parties are interested to use Arbitration for any dispute arises between the Parties relating to the application, interpretation, implementation or validity of this Agreement, the Parties agree to resolve the dispute by arbitration at ADR Chambers using the ADR Chambers Expedited Arbitration Rules (<https://adrchambers.com/expedited-arbitration/>). The Parties agree that the ADR Chambers Expedited Arbitration Rules give the Parties a fair opportunity to present their case and respond to the case of the other side. The arbitration shall be held in Toronto and shall proceed in accordance with the provisions of the *Arbitration Act* (Ontario). Judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction. There will be no appeal from the decision of the arbitrator on questions of fact, law, or mixed fact and law.

### **22.3 Discovery**

Each party may (a) request relevant, non-privileged documents from the other party; and (b) request that the other party provide the particulars of its claims or defences. Any such discovery requests must be served on the other party within 10 days after the arbitrator's appointment. The responding party shall provide the requesting party with all responsive, non-privileged documents, the requested particulars, and/or any objections to the requests within 15 days after receipt of the requests. Any disputes about discovery or requests for extensions shall be submitted promptly to the arbitrator for prompt resolution. In ruling on any discovery dispute or extension request, the arbitrator shall take into consideration the nature, amount, and scope of the underlying arbitration claim, the cost and other effort that would be involved in providing the requested discovery, the case schedule, and whether the requested discovery is necessary for the adequate preparation of a claim or defence.

### **22.4 Communications with the Arbitrator**

Whenever communicating with the arbitrator, the parties must include each other – for example, by including the other party on a telephone conference call and copying the other party on any written submissions, such as letters or e-mails. To the extent practicable, conferences with the arbitrator will take place by telephone conference call or e-mail. Ex parte communications are not permitted with any arbitrator.

### **22.5 Confidentiality**

Upon either party's request, the arbitrator will issue an order requiring that confidential information of either party disclosed during the arbitration (whether in documents or orally) may not be used or disclosed except in connection with the arbitration or a proceeding to enforce the arbitration award and that any permitted filing of confidential information must be done under seal.

## **Contact Us**

If you have any questions or concerns regarding these Terms or our Services, please contact us via email at [support@argonprototypes.com](mailto:support@argonprototypes.com)

## **Agreement to Terms of Service**

By signing below, you acknowledge that you have read, understood, and accepted the terms and conditions set forth in this agreement and agree to be bound by them. By signing below, you represent and warrant that you have the full right, power and authority to execute this agreement on behalf of the Company/Customer that you represent.

Company/Customer name: \_\_\_\_\_

Signed by: \_\_\_\_\_

Position/Role: \_\_\_\_\_

Signature: \_\_\_\_\_

Date (MM/DD/YYYY): \_\_\_\_\_