



1. Toll Manufacturing for Finish Decoration. This document (“Agreement”) states that Architectural Metal Solutions, LLC dba Lumabuilt (hereinafter, Lumabuilt) shall perform toll manufacturing for the production of _____ [Product Description] (“Product”) in accordance with the specifications contained in the sales order provided to the person or business purchasing this service (“Customer”). The Customer will provide clear instructions, documentation, and product specifications to Lumabuilt. Lumabuilt will make commercially reasonable efforts to manufacture the products in accordance with this agreement, in compliance with applicable laws and regulations, and using generally accepted industry practice.

2. Supply of Materials. Except as otherwise agreed upon herein, Customer shall supply, or arrange to supply, to Lumabuilt all raw materials required for the production of the Products, as specified in Section 1 of this document. Materials must be received in accordance with the Product Acceptance Section of this document.

- A. At the time of quoting, the extra material requirement will be determined.
- B. Failure to provide extra material will hold the customer liable to incur cost and time delay, associated with ordering and finishing additional materials.

3. Grant of Intellectual Property. Customer grants Lumabuilt a limited, non-transferrable and non-exclusive license to use any intellectual property necessary to produce the Products during the term of this Agreement. Nothing in this Agreement shall give Lumabuilt any right, title, or interest in such intellectual property.

4. Quoting Requirements. Customer must comply with the following specifications in order to be eligible for the Toll Manufacturing services provided here.

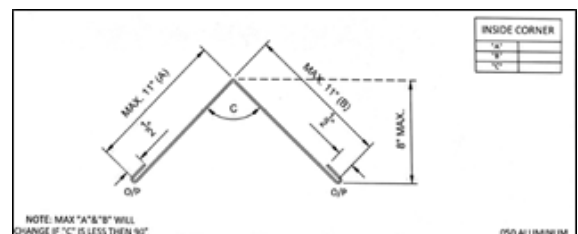
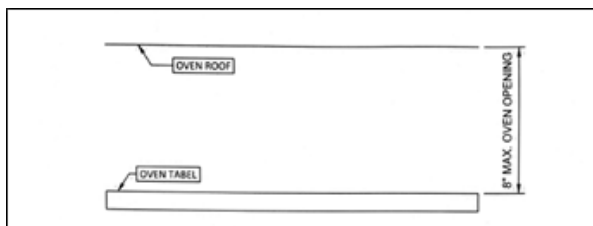
A. Conformity of materials: Customer parts to be toll manufactured must have dimensions which adhere to the specifications corresponding to Lumabuilt’s machine capabilities.

i. Aluminum Profile and Sheet Finish Decoration

1. Powder Coat + Oven Sublimation Process for Woodgrain Patterns

- a. Max. Sheet WxH dimensions: 58”x165”
- b. Max. Profile dimensions: Part must fit into an 8” opening and cannot be longer than 288”

i. Diagram is shown below



B. Quantity of material accepted and the estimated time of completion for the job will solely depend on the production schedule.

5. Purchase Orders. Customer shall submit orders for the Products by submitting a purchase order to Lumabuilt which details the quoted service, the number of units of the Product to be produced and the date of delivery.

6. Product Acceptance. The Products will be delivered to Lumabuilt at 2529 West Jackson Street, Phoenix, AZ 85009, in accordance with the agreed upon terms and delivery schedule in the Purchase Order and shall not supersede Lumabuilt's agreed upon sales order. The Products will be packaged according to the packaging diagrams provided by the Customer, if applicable, and included in the Sales Order.

- A. If Customer does not adhere to the agreed upon schedule for delivery of materials for Lumabuilt, then Lumabuilt may assess the costs of delay, and shall not be responsible for any additional costs incurred as a result of such a delay.
- B. If material is not packaged according to the package diagrams, then rejection of materials is possible.
- C. Parts are to be labeled according to the cut sheets and other supporting documents.
- D. The packing list shall be provided with the received materials
- E. Photos should be taken of the Products before leaving the Customer's facility to verify pre-shipment condition of the materials.
- F. Materials shall be tarped and remain ventilated to prevent weathering effects.
- G. Aluminum Profile and Sheet Material Requirements
 - i. Customer shall provide materials which are free from defects including but not limited to: oxidation, staining, scratches, gouges, pitting, laminations, atmospheric corrosion, blemishes, and adhesive residue.
 - ii. If additional work is required for the received material, then the Customer will be charged for that work done.
 - iii. The Customer shall be responsible for the time and materials used to rework the Product, if necessary to prepare for the finishing process.
 - iv. The etch process will remove most superficial die lines and abrasions and scratches that are less than 1mm deep.
 - v. Customer warrants that the Customer's goods will comply with the coating manufacturers specifications set out in this order, if required.
 - vi. If undergoing sublimation, then the Customer shall provide clear and proper racking instructions for each Product. The Product may have rack marks, due to the necessary placement on racks into our oven for the aforementioned process. Rack marks shall not be a cause for rejection.
 - vii. Finish Decoration for Aluminum Parts - Product sufficiently meets the performance requirements described in AAMA 2605-13

7. Product Delivery. The Products delivered by Lumabuilt will be inspected and tested by the Customer upon delivery. Lumabuilt is not responsible for any damages or shortages unless they are documented in writing and presented to Lumabuilt within 48 hours of Product delivery to the Customer. Limitations of damages or shortages are covered in Section 8A of this document. If Customer does not schedule pick up or unloading at the delivery site within a reasonable time, Lumabuilt may assess the costs of delay and shall not be responsible for any additional costs incurred as a result of such a delay. If the order is placed on shipping hold: (a) Lumabuilt is not responsible for defects in the primer or finish coat of paint that may be caused by weather conditions. (b) The order will be subject to storage charges as billed by Lumabuilt and (c) Customer shall be responsible to make payment for such materials. Once material is received by the Customer, it is the Customer's responsibility for unloading and inspecting all material delivered from Lumabuilt for visual damage. The material needs to be stored in a covered space to protect the metal from weather, water damage and/or condensation. Before unloading any material with visible damage, the customer must notify the carrier's representative of the damage and note the damage on the B.O.L. If the material received does not meet the specifications or quantities set out by Lumabuilt, then the Customer must notify Lumabuilt within 48 hours. Should the Customer fail to notify Lumabuilt within the given time frame, then the material will be considered to have been received in good condition as ordered.

8. Liability. In addition to any and all rights of reimbursement, indemnification, contribution, subrogation or any other rights under law or equity, the Customer, for itself, its shareholders, partners, members, beneficial owners, officers, directors, employees and agents and their respective heirs, personal representatives, successor and assigns (each, an “Indemnitor”) hereby agrees to defend, indemnify and hold harmless LUMABUILT, its shareholders, officers, directors, employees and agents and their respective heirs, personal representatives, successor and assigns (each, an “Indemnitee”) from and against any and all claims, suits, liabilities (including without limitation strict liabilities), actions, proceedings, obligations, debts, damages, losses, costs (including costs of the enforcement of this Agreement), expenses, diminution in value, fines, penalties, charges, fees, expenses, judgments, awards, amounts paid in settlement, encumbrances, liens, consequential damages, lost profits or punitive damages, costs and expenses of investigation and defense of any claim, whether or not such claim is ultimately defeated, all of whatever kind or nature, contingent or otherwise, including but not limited to attorneys and expert fees which an Indemnitee may incur or which may be imposed upon, threatened against, incurred by, imposed upon, incurred by, awarded or asserted against, an Indemnitee by any person or entity whatsoever, including direct, first party claims asserted by Customer and claims by Customer for reimbursement, indemnification, contribution, subrogation or the like in respect of claims brought against Customer by a third party (collectively, the “Liabilities”) by reason of or in connection with (i) peeling, checking, chipping, cracking, color change (freedom from fade or change), chalk or oxidation of the paint/coating applied to Customer’s metal stock before its delivery to LUMABUILT for fabrication into metal product; or (ii) defects or deficiencies in the base metal that Customer has caused to be painted/coated before its delivery to LUMABUILT for fabrication; or (iii) defects or deficiencies in the Customer-provided metal stock that adversely affect formability of the metal (conversion of the Customer-provided flat sheet metal into a metal product of desired shape without defects like fracture, camber, oil canning, waviness or any other defects or excessive localized thinning); or (iv) delays in transportation or damage that occurs while the metal product are in the custody or possession of a carrier; or (v) delays in production times or schedules (Customer acknowledges that all production or delivery dates provided by LUMABUILT are estimates only and that LUMABUILT will not be liable for failure to produce by or deliver on such dates); or (vi) claims of breach of an express or implied warranty of merchantability or fitness for a particular use (TO THE EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTY, IF ANY, GIVEN BY LUMABUILT FOR THE BENEFIT OF THE ULTIMATE USER, AND THE REMEDIES UNDER SUCH EXPRESS WARRANTY, ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LUMABUILT SPECIFICALLY DISCLAIMS ALL OTHER EXPRESS WARRANTIES AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

Customer Signature

Date

Company Name

Job Name

LUMABUILT is formerly Rollfab, RMP Architectural Metal Solutions



Approved
Continuing
Education

