**MASTER SERVICE AGREEMENT**

This MASTER SERVICE AGREEMENT ("Agreement") is entered into effective 04-02-2025 and is by and between TIKALSKY LASER LLC, a Minnesota limited liability company ("Company"), and the undersigned client ("Client").

WHEREAS, the Company offers quality laser engraving, etching, and personalization services ("Services"), whereby clients may purchase or provide items for personalization;

WHEREAS, the Client wishes to utilize the Company’s Services; and

WHEREAS, the Parties desire to set forth the terms of their engagement and acknowledge and accept certain risks and limitations associated with the Services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Scope of Work. The Company shall provide such laser engraving services at such prices as directed in the accepted Purchase Orders attached hereto from time to time as Exhibit A. (the “Services”). Client agrees to provide any materials, designs, or specifications as is necessary to complete the Services. Any such accepted Purchase Orders do not require the Company to accept future Purchase Orders from Client.
2. Design and approval. Client agrees to approve the design in writing prior to the commencement of Services, which constitutes . Client's full acceptance of the design and the work to be performed. Client acknowledges that once the design is approved and the work is commenced, any dissatisfaction with the engraving or etching results will not constitute grounds for a refund or liability on the part of the Company.
3. Changes and Cancellations. Any changes to the scope of work must be agreed upon in writing and may result in additional charges or changes to the timeline. Cancellation of the order by the Customer after work has commenced will result in a 10% cancellation fee and possible additional charges for work in progress or completed.
4. Payment. Client agrees to pay such sums at such times pursuant to each accepted Purchase Order. Company reserves the right to postpone, halt, or otherwise stop work in the event Client is not in good standing with its payment obligations.
5. Client obligations. Client shall ensure that all materials and designs comply with applicable laws, and that Client has the legal right to use any logos, text, or graphics provided for engraving. Client further agrees to provide an additional 10% of each material to be engraved (either provided by Client or procured by Company) to provide for industry standard failures, blemishes, or demonstration of design.
6. Prototypes. Client acknowledges that Company will provide prototypes only upon payment of the full cost of such prototypes by Client.
7. Shipping and Risk of Loss. Unless otherwise agreed in writing, all product shall be FOB Company’s loading dock. Client shall be solely responsible for procuring appropriate shipping and bears all risk of loss or damage as a result of such shipping. If requested in writing by Client and agreed to by Company, Company will place shipping labels on boxes.
8. Company Obligations. Company will perform the Services in a professional and timely manner, subject to change orders, changes in specifications, supply chain disruptions, stoppages for product unavailability, force majure, or other delays outside of the control of Company. Company shall ensure that all engraving is performed in accordance with the specifications provided by the Customer. Company reserves the right to refuse services for any content it deems inappropriate or in violation of law.
9. Ownership and Legal Liability for Artwork. Client warrants that they own the rights to any artwork provided to the Company for engraving or etching. Client agrees to accept full legal liability for the content of the material processed and printed on their behalf, including any claims of intellectual property infringement. Client agrees to indemnify, defend, and hold harmless the Company from and against any and all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney’s fees) arising from or related to the artwork provided by Client. Any designs created by the Company remain the intellectual property of the Company unless otherwise agreed in writing.
10. Assumption of Risk. Client acknowledges that slight variations in engraving quality may occur due to material differences. Client further acknowledges and agrees that laser engraving and etching involves certain risks, including but not limited to, power outages, fires, and issues with the material of the Item(s) (e.g., the material is not as stated by the Client, such as claiming stainless steel when it is not). Client acknowledges that the engraving and etching process causes a permanent change to the products provided by Client, and Client assumes all risks associated with the process. Client understands Company will take all reasonable precautions to minimize risks, but the inherent nature of the Services means some risk is unavoidable.
11. Limited Warranty. All sales are final. The Company only agrees to warrant the cost of the Services provided and is not liable for the cost of Client-provided components. If the Company determines that an error was made that differs from what the Client provided, the Client has 24 hours from the delivery to notify the Company of such error. Notification must be in writing and include detailed information about the discrepancy. The Company’s liability is limited to re-performing the Services or refunding the cost of the Services, at the Company's sole discretion.
12. Release. CLIENT RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE THE COMPANY, ITS OWNERS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION WHATSOEVER ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE, OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY CLIENT, OR ANY OF THE PROPERTY BELONGING TO CLIENT, WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY OR OTHERWISE, WHILE PARTICIPATING IN THE SERVICES, OR WHILE IN, ON OR UPON THE PREMISES WHERE THE SERVICES ARE BEING CONDUCTED. THIS RELEASE EXTENDS TO ALL CLAIMS, WHETHER CURRENTLY KNOWN OR UNKNOWN, AND THE CLIENT WAIVES THE PROVISIONS OF ANY LAW OR REGULATION PROVIDING THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN THEIR FAVOR AT THE TIME OF EXECUTING THE RELEASE.
13. Indemnification. Client agrees to indemnify, defend, and hold harmless the Company from and against any and all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney’s fees) arising from or related to Client’s use of the Services. This indemnification obligation includes, but is not limited to, claims arising from the Client’s breach of any representation, warranty, or covenant in this Agreement, or from any negligent or wrongful acts or omissions by Client.
14. Term and Termination. This Agreement shall continue for one—year terms until terminated by either party. Either party may terminate this Agreement in writing at any time, provided, however, Client agrees to pay for any work completed prior to termination.
15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to its conflict of laws principles. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in Minnesota, and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.
16. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, between the parties with respect to such subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties.
17. Severability. If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of this Agreement, which will remain in full force and effect. The parties agree to replace any invalid or unenforceable provision with a valid and enforceable provision that achieves, as far as possible, the economic, legal, and commercial objectives of the invalid or unenforceable provision.
18. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures delivered by facsimile or electronic means (e.g., PDF) will be deemed to have the same effect as original signatures.
19. Waiver. No waiver by either party of any breach or default under this Agreement will be deemed to be a waiver of any preceding or subsequent breach or default. Any waiver must be in writing and signed by the party granting the waiver.
20. Notices. All notices, requests, demands, and other communications required or permitted under this Agreement will be in writing and will be deemed to have been duly given when delivered personally, sent by certified or registered mail, return receipt requested, or sent by a nationally recognized overnight delivery service, or by email with confirmation of receipt, to the addresses provided by the parties. Either party may change its address for notice by providing notice to the other party in accordance with this section.

The parties acknowledge that they have read, understood, and agree to the terms and conditions of this Agreement.

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| Company:  TIKALSKY LASER LLC,  a Minnesota limited liability company | Client: |
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| By: Nicole Huffman  Its: President | By:  Its: |