

Meridian Laboratory Tooling and Setup Charges Policy

1. Purpose

This policy defines the ownership and intellectual property rights related to tooling and setup charges produced by Meridian Laboratory, Inc. (hereinafter referred to as "Meridian Laboratory") for the manufacture of products. This policy applies even in cases where tooling and setup are created to meet specific, unique customer specifications.

2. Ownership of Tooling and Setup Work

Tooling Ownership: Meridian Laboratory retains full ownership and title to all tooling, molds, dies, jigs, fixtures, patterns, and any other related production tools ("Tooling") used in the manufacturing process, regardless of whether the Tooling is created or modified for the specific needs of a particular customer.

Setup Charges: Any charges associated with the setup or preparation required to manufacture products ("Setup Charges") are considered a cost for services rendered by Meridian Laboratory in facilitating the production of goods. However, the Setup Charges do not transfer ownership of the Tooling to the customer.

Intellectual Property: Meridian Laboratory retains all intellectual property rights associated with the Tooling and any modifications made thereto unless otherwise expressly agreed to in writing by Meridian Laboratory and customer. This includes any designs, patents, drawings, specifications, and manufacturing processes that are the result of Meridian Laboratory's proprietary knowledge and expertise.

3. Customer-Specific Tooling

- Even if tooling is created to meet the unique specifications of a customer, all Tooling remains the property of Meridian Laboratory, regardless of the customer's contribution to the design or the customer's incurrence of Setup Charges.
- While Meridian Laboratory will use the customer-specified tooling to fulfill orders, the customer shall not claim ownership of the Tooling nor have any rights to use or transfer the Tooling for any purpose outside of the specific contractual arrangement with Meridian Laboratory.
- Meridian Laboratory may accept tooling and molds provided by customers; however, we cannot guarantee that all supplied items will be immediately usable within our production processes. If the tooling or molds require modifications to meet Meridian Laboratory's quality and production standards, we will notify the customer in advance and obtain customer consent to proceed with the necessary adjustments. Please note that such modifications may incur additional costs, which will be communicated to the customer for approval before any work is undertaken.

4. Use of Tooling for Future Orders

- Meridian Laboratory may reuse the Tooling created for a customer's specific order in subsequent orders from either that customer or other customers, provided that such reuse does not infringe upon the confidentiality or exclusivity agreements in place with the original customer.

- The customer agrees that, unless otherwise expressly stipulated in a separate, written agreement, Meridian Laboratory retains the right to use, modify, or dispose of the Tooling at its discretion after fulfilling the customer's order.

5. Storage and Maintenance of Tooling

- Meridian Laboratory will be responsible for the maintenance and storage of the Tooling used in the manufacturing process. If the customer requests that the Tooling be stored for future use, Meridian Laboratory will provide storage services free of charge. However, Meridian Laboratory remains the owner of the Tooling at all times, even if the Tooling is stored for an extended period.

6. Confidentiality and Protection of Intellectual Property

- Meridian Laboratory will take all reasonable precautions to protect its intellectual property, including but not limited to any necessary enforcement actions at law or in equity related to the Tooling, including proprietary designs and manufacturing processes.

7. Termination or Modification of Agreement

- In the event of contract termination, the customer will not be entitled to ownership of the Tooling, nor will they receive any form of compensation for the Setup Charges or Tooling costs, unless otherwise agreed upon in a separate written agreement.

8. Conclusion

The customer acknowledges and accepts that all Tooling and Setup Charges created or incurred in the production process are and remain the exclusive property and intellectual property of Meridian Laboratory.

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