

GENERAL TERMS AND CONDITIONS

for Buying 11_06_2019

1. PRICES

Prices are DDP Delivery Location if not otherwise stated on the face of the order. This order must be filled at the price shown on the face of the order. If no price is set forth on the front of the order, the goods or services will be invoiced at the price last quoted or at the prevailing market price, whichever is lower. BUYER will be entitled at all times to set off any amount owed at any time by SELLER to BUYER against any amount payable at any time by BUYER in connection with this order. No extra charges of any kind will be allowed. All applicable taxes related to this order will be borne by SELLER. If SELLER reduces its prices for such goods and/or services during the term of this order, SELLER shall correspondingly reduce the prices of the goods and/or services sold thereafter to BUYER under this order.

2. TERMS OF PAYMENT, CREDIT, AND LIEN

Invoices will be issued on date of shipment. All invoices must list the purchase order number, item number, description of goods or services, quantities, unit prices, date(s) rendered and total purchase price. All invoices are due payable net sixty (60) days from the date issued. SELLER shall notify BUYER in writing of any late payment.

3. DELIVERY, ACCEPTANCE AND TOLERANCES

Timely delivery of the goods or performance of the services is of the essence. All goods shall be delivered to the address specified on the face of the order. SELLER shall provide Buyer all shipping documents. The order number must appear on all shipping documents. Goods must be packed for shipment in accordance with BUYER's instructions or if none, in a manner sufficient to ensure that the goods are delivered in undamaged condition. Any return of packaging material shall be at SELLER's request and expense. Title in all goods shall pass to BUYER upon delivery at the agreed delivery address.

All goods are subject to inspection by BUYER at any time. Inspection and acceptance shall be performed as quickly as possible after delivery. Failure to inspect, accept, or reject goods or services or failure to detect defects, will not relieve SELLER from responsibility for non-compliant goods or services. BUYER's payment shall not constitute acceptance of the goods or services. Goods rejected and goods supplied in excess of quantities ordered may be returned to the SELLER at SELLER's expense. If any of the goods or services are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of this order, then BUYER, in addition to such other rights and remedies it may have by contract or by law or equity, at its sole discretion may reject and return such goods at SELLER's expense, require SELLER to remove nonconforming goods and/or require SELLER to replace nonconforming goods or services with conforming goods or services.

4. WARRANTY

Both parties comply with all laws applicable to them. SELLER represents and warrants that all goods and services (a) will conform to applicable specifications, drawings, samples, designs, and other requirements specified by BUYER; (b) will be merchantable; (c) will be free from any defects in workmanship, material and design; (d) will be fit for their intended purpose and operate as intended. SELLER represents and warrants that the prices for the goods or services are not less favorable than those currently extended to any other customer for the same or similar goods and/or services in equal or lesser quantities.

BUYER's inspection, test, acceptance, or use of the goods shall not affect SELLER's obligations under these warranties. SELLER shall replace or correct, at BUYER's option and at SELLER's cost, defects of any goods not conforming to these warranties. If Seller fails to correct defects in or replace nonconforming goods within ten (10) days from the date BUYER notifies SELLER of the defect(s), BUYER may, on ten (10) days prior written notice to SELLER, either (i) make such corrections or replace such goods and charge SELLER for all costs incurred by BUYER, or (ii) revoke its acceptance of the goods in which event SELLER shall be obligated to refund the purchase price and make all necessary arrangements, at SELLER's cost, for the return of the goods to SELLER. All warranties of SELLER herein or that are implied by law shall survive any inspection, delivery, acceptance, or payment by BUYER.

5. INFRINGEMENT

SELLER shall indemnify and hold BUYER and its affiliates harmless and, on BUYER's request, shall defend each of them from and against any or all third party claims, demands, litigation, or proceedings of whatever kind, whether based upon negligence, breach of express or implied warranty, strict liability, infringement of intellectual property rights, or any other theory, and from and against all direct, indirect, special, exemplary, incidental or consequential damages of every kind whatsoever, arising out of, by reason of, or in any way connected with the goods and/or services, the design, manner of preparation, manufacture, construction, completion, or delivery or non-delivery of any goods and/or services by SELLER, any breach by SELLER of any of its obligations hereunder, or any other act, omission or negligence of SELLER or any of SELLER's employees, workers, servants, agents, subcontractors, or suppliers. SELLER shall, on request, pay or reimburse BUYER or any other party entitled to indemnification hereunder for all costs and expenses, including attorneys' fees, as incurred by BUYER or such other party in connection with any such claim, demand, litigation, proceeding, loss, or damage. In addition, for infringement claims, SELLER will, at its own expense and at BUYER's option, either procure for Purchaser the right to continue using the allegedly infringing item, replace it with a non-infringing equivalent, or remove it and refund the purchase price and the transportation and installation costs thereof.

6. MISCELLANEOUS

- a. This order constitutes the entire agreement and BUYER shall not be liable for, or bound in any manner by, any representations, guarantees or commitments except as specifically provided herein.
- b. No modification of this order shall be of any force or effect unless in writing and signed by both parties. Any changes in or additions to the stated terms and conditions which may appear on SELLER's order, shall be of no effect.
- c. This order may not be assigned by either party without the other's written consent thereto; except in either case to a subsidiary or affiliate, or in the event of assignment incidental to the sale, acquisition or merger of that portion of the business of the assigning party to which the agreement relates.
- d. In the event that any terms and conditions of this agreement are deemed un-enforceable or to be in violation of any law, ordinance, or regulation, the remaining terms and conditions shall remain applicable insofar as practicable notwithstanding same.
- e. All disputes arising under this order shall be settled by arbitration under the laws of the state in which the BUYER is incorporated, the cost therefore to be borne by the party demanding arbitration.