



## Sales Terms and Conditions

- 1. AGREEMENT.** These terms and conditions are incorporated in all written Order Confirmations from Laszeray Technology, LLC, ("Seller"), for the sales of goods to Customer of the price at which Seller is prepared to sell product ("Product") to Customer. All sales are subject to the Seller's issuance of a Sale Confirmation and these Terms and Conditions are incorporated and become a part therein (collectively, the "Contract"). The Contract constitutes the entire agreement between the parties thereto, except as modified in writing signed by both Seller and Customer. Seller and Customer are identified in the Contract. Any terms in any purchase order from Customer, irrespective of their materiality, which are either different from or additional to Seller's conditions of sale in the Contract, are excluded unless Seller expressly agrees in writing to such terms. Acceptance of the goods shipped by Seller shall constitute acceptance of Seller's Terms and Conditions in this Contract. This Contract shall be binding upon Customer and Seller, and on their successors and assigns.
- 2. ACCEPTANCE AND APPROVAL OF PURCHASE ORDER.** An Order Confirmation from Seller for the sale of Products shall not be considered an offer, but the basis for a purchase order from Customer which is subject to acceptance by Seller. Seller's acceptance of the purchase order on these Terms and Conditions occurs when Seller forwards a Sale Confirmation to Customer.
- 3. CREDIT TERMS.** Credit terms must have the approval of Seller and must be specified in writing on the Sale Confirmation. If at any time Customer's financial responsibility becomes impaired or unsatisfactory to Seller, Seller reserves the right to stop shipment on notification to Customer, with a demand for payment in advance or at time of delivery for future deliveries or to require other security satisfactory to Seller, and in the absence thereof, to cancel the unfilled portion of the Contract. Seller will notify Customer promptly of its decision to stop shipments and give an advance notice to the extent this is possible. In the absence of credit terms, sales are for cash only.
- 4. PAYMENT.** Unless otherwise set forth in the Sale Confirmation, payment for Product shall be made by Customer to Seller thirty (30) days from the date of invoice. Subject to Section 10 hereof, Customer agrees to make payment in US Dollars via check, ACH or other acceptable electronic means as set forth in the Sale Confirmation. All payments are made with no right of retention or set off.
- 5. LATE CHARGES & COSTS.** Customer agrees to pay late charges at one and a half percent (1.5%) per month compounded annually (eighteen (18%) percent per annum) on all delinquent balances. Customer shall pay Seller all collection costs and expenses, including, but not limited to, reasonable attorneys' fees, made necessary in collection of any obligation of Customer arising under this Contract.
- 6. FORCE MAJEURE.** Seller shall make delivery in accordance with contract documents or within a reasonable time in the absence of any commitment, but Seller shall not be liable for delays or defaults, in whole or in part, in delivery caused by an event of Force Majeure. For the purpose of this Section "Force Majeure" means any cause not reasonably within the control of Seller and which, by the exercise of due diligence, Seller is unable to prevent or overcome including: (a) acts of Nature; acts of governmental authorities: any order or demand of any government, government agency, international, national, port, transportation or other authority or agency or of any body or person purporting to be or to act for such authority or agency or any law, regulation or order; (b) strikes, lockouts or other industrial or transportation disturbances; and (c) acts of the public enemy; wars; blockades; insurrection; epidemics; terror; landslides; lightning; earthquakes; fires; floods; arrests and restraints of government and people; disturbances; explosions; loss of power and breakdown or destruction of property, facilities or equipment and unavailability of Product or components.
- 7. CANCELLATION.** If Customer desires to cancel or change any portion of this Contract, Customer must make such request in writing to Seller. Seller may, in its sole discretion, accept or reject any such request. In the event a cancellation is accepted, Customer shall be responsible for all reasonable costs and expenses (including, without limitation, expenses and commitments to Seller's suppliers and subcontractors) incurred by Seller prior to Seller's receipt of the cancellation request. Orders for custom, special or non-standard products and/or services are final and non-cancelable. Seller also reserves the right to make a cancellation charge in the event of cancellation by the Customer of an order placed in Seller's shipping schedule and confirmed by Seller in a Sale Confirmation. Seller reserves the right to cancel a Contract Order in whole or in part if, in Seller's judgment, Customer's financial condition does not justify the terms of payment specified.
- 8. PRICING.** Prices are subject to change without notice, but will be quoted to the customer first. Orders shall be based on Seller's Order Confirmation in effect on the scheduled date of Product shipment and will be invoiced on such basis, unless otherwise specifically noted on the Sale Confirmation. Orders specifying special palletizing or packaging will involve special charges. Unless otherwise stated, the price is for Product only and does not include any Services. Errors or omissions in price are subject to correction. Prices are quoted as determined by Seller in US dollars (USD) and will remain open for thirty (30) days from Quotation date. Freight, customs fees, tariffs, VAT, duties, freight forwarder fees, consular fees, taxes, however designated and all other costs after shipment are Customer's obligations. Seller will bill Customer for all applicable taxes, unless Customer provides an exemption certificate, and provided that, if Seller is not registered to collect and remit sales and/or use taxes in the jurisdiction where product is



shipped at Customer's request, then Customer hereby covenants and agrees that it shall pay and remit all applicable VAT, sales and/or use taxes to the proper taxing authority and shall indemnify Seller from any liability related to the payment, underpayment or nonpayment thereof.

9. **DELAYS.** All orders are accepted subject to Seller's ability to make delivery at the time and in the quantities specified, and Seller shall not be liable for damages for failure to make partial or complete shipment or for any delay in making shipments. Customer shall be liable for any added expenses incurred by Seller because of Customer's delay furnishing requested information to Seller, delay resulting from order changes by Customer or delay in unloading shipments at delivery point.
10. **SHIPMENT.** All shipping and shipping related charges will be for Customer's account. Products will be packed or packaged for shipment in accordance with Seller's standard commercial practices. Seller shall take commercially reasonable measures to abide by Customer requested delivery schedules regarding timing and quantities of Product shipped, and Customer expressly agrees that time is not of the essence and that Seller shall have the right to ship quantities of Product that vary either ten percent (10%) above or below the requested quantity.
11. **TITLE & RISK OF LOSS.** Unless otherwise agreed to in writing by Seller and Customer, title to products transfers upon delivery to Customer at the EXW point of shipment as set forth in the Sale Confirmation. All risk of loss and insurance responsibilities pass to Customer upon delivery of products by Seller to a shipping agent or carrier.
12. **EXPORT LICENSES AND PERMITS.** Seller warrants that it is in compliance with applicable U.S. export regulations. Customer shall be responsible for procuring all applicable import licenses and complying with all import regulations.
13. **IN TRANSIT CLAIMS.** Unless otherwise agreed to in the Sale Confirmation, claims for damage or shortage in transit must be made against the carrier by the Customer according to the terms of the Contract. Customer has the responsibility to inspect shipments before or during unloading to identify any such damage or shortage and see that appropriate notation is made on the delivery tickets or an inspection report furnished by the local agent of the carrier in order to support a claim.
14. **CLAIMS.** Notice of claims against Seller hereunder for any reason, including breach of warranty, must be made to Seller in writing within 48 hours of discovery to afford Seller an opportunity to make a prompt investigation of surrounding facts and mitigate any damages which might incur. Failure to give such notice to Seller shall constitute a waiver by Customer of any right later to assert such a claim.
15. **RETURNS.** Returned Product shall be accepted for credit only if in saleable condition and only with evidence of Seller's prior written consent. Seller will assess charges for freight both ways and any costs necessary to restore such Product to the regular plant inventory. The amount of credit given will depend further upon the degree of salability of returned Product as determined by Seller.
16. **WARRANTY.** Seller warrants: (a) title to each Product; (b) that the Product sold in this Contract conform to or exceed the specifications set forth in the Contract; and (c) all Products furnished hereunder shall be free of defects in material and workmanship under the normal service and use for which it was designed for a period of one (1) year after shipment, provided that if Product is stored then Product must be held in appropriate storage conditions or this warranty will be void. Seller's obligation under this warranty is limited to furnishing or repairing part(s) as determined by Seller to be defective. Customer must notify Seller promptly and within the warranty period of any claim under this warranty. Seller's warranty extends only to the first Customer of a Product from Seller or Seller's authorized distributor. All goods not manufactured by Seller are warranted only to the extent of the warranties of the original manufacturer. Notwithstanding the foregoing, Seller shall have no obligation hereunder if Product becomes defective in whole or in part as a result of the improper storage, improper use or misapplication of the Product after delivery to Customer.
17. **DISCLAIMER.** SELLER MAKES NO WARRANTY OF FITNESS, SUITABILITY OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NO OTHER WARRANTY, WHETHER EXPRESS OR ARISING BY OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE IMPLIED, SHALL EXIST IN CONNECTION WITH SELLER'S PRODUCT OR ANY SALE OR USE THEREOF. THE FOREGOING WILL BE THE SOLE AND EXCLUSIVE REMEDY WHETHER IN CONTRACT, TORT, OR OTHERWISE, & SELLER WILL NOT BE LIABLE FOR INJURIES OR DAMAGES CAUSED BY ANY NEGLIGENCE OF CUSTOMER. IN NO EVENT WILL SELLER BE LIABLE FOR ANY SPECIAL, PUNITIVE, INCIDENTAL OR CON-SEQUENTIAL DAMAGES OR COMMERCIAL LOSSES, INCLUDING LOSS OF PROFITS, OR GOODWILL EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.
18. **LIMITATION OF LIABILITY.** Customer hereby waives any responsibility or liability of Seller and the respective directors, officers, employees and agents arising from tort. In the event that Seller is, for any reason, deemed liable to the Customer, the amount of damages recoverable by Customer shall not exceed Customer's actual damages as limited by this Contract and Seller shall not be required to pay to Customer actual damages in excess of the total amount actually paid by Customer under this Contract.



19. **FABRICATION TO CUSTOMER'S SPECIFICATIONS.** To the extent Product is fabricated to Customer's specifications, Customer warrants and represents that: (i) Product will be fit for the purpose for which it is intended; (ii) Product will conform to all standards prescribed by law, including, without limitation, all requirements of the Occupational Safety and Health Act of 1970, as amended; and (iii) manufacture and sale of such Product by Seller will not be unlawful or result in any infringement or alleged infringement of any third party intellectual property rights.
20. **CONFIDENTIALITY.** Customer will ensure that the goods, services, and all related information covered by the Contract, including but not limited to patent, copyright, design and manufacturing information, which Customer receives from Seller ("Confidential Information") will be kept in strict confidence. Customer will exercise all reasonable precautions to prevent unauthorized disclosure of Confidential Information to any third party. Customer will not use the Confidential Information for any purpose other than for executing its obligations under this Contract. Customer will, at Seller's request, employ computer system(s) which will allow compatible electronic information interchange, electronic commerce, and other electronic communications with Customer's computer systems, including but not limited to manufacturing, engineering, quality and procurement systems. Any access to Seller's systems given to Customer by Seller for purposes of such communication will not be shared by Customer with any other person or entity and will be kept in strict confidence by Customer.
21. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Seller from and against any claim, liability, loss, damage, settlement, penalty, costs or expenses made against or sustained by Seller arising from any claim resulting from: (a) any breach of the warranties contained in Article 20 of these Terms and Conditions; (b) Customer's use of Product(s) or incorporation of Products sold hereunder in any item produced or manufactured by Customer; and/or (c) any other claim resulting from Seller's design or manufacture of Products to specifications provided by Customer.
22. **LAW.** This Contract shall be governed by and shall be interpreted in accordance with and governed by the laws in force in the State of Ohio. Any claim, except for nonpayment, must be brought within one (1) year of product shipment or completion of services.
23. **ATTORNEY'S FEES.** If any litigation is commenced arising from this Contract or an Accepted Order, the prevailing party shall be entitled to its costs, expenses and reasonable attorney's fees.
24. **SURVIVAL.** The following Articles shall survive termination or cancellation of this Contract or an Accepted Order: 4, 5, 9, 12, 13, 15, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28.
25. **MODIFICATION.** Seller reserves the right to change these Terms and Conditions at any time by publishing revised Terms and Conditions on Seller's website. The revised Terms and Conditions shall immediately become effective for all sales made after such publication.
26. **RESTRICTIONS ON ASSIGNMENT.** Any transfer or assignment, in whole or in part, whether voluntary or involuntary, by operation of law or otherwise, of this Contract or any rights or obligations under this Contract by either party without the prior consent of the other party shall be void and of no effect.
27. **SEVERABILITY.** If all or any part of one or more of the provisions of this Contract is or becomes invalid, illegal or unenforceable in any jurisdiction, the remaining parts or provisions of this Contract shall be, as to such jurisdiction, severable and: (a) the validity, legality or enforceability of such remaining parts or provisions shall not in any way be affected or impaired by the severance of the parts or provisions severed; and (b) the invalidity, illegality or unenforceability of all or any part or any provision of this Contract in any jurisdiction shall not affect or impair such part or provision or any other provisions of this Contract in any other jurisdiction.
28. **WAIVER.** No failure or delay on the part of a party in exercising any right or power under this Contract shall operate as a waiver, nor shall any single or partial exercise of any such right or power preclude any other or further exercise of that right or power or the exercise of any other right or power under this Contract. No waiver of any provision, or the breach of any provision, of this Contract shall be effective unless it is contained in a written instrument duly executed on behalf of the party giving the waiver and then such waiver shall be effective only in the specific instance and for the purpose for which it is given and shall not operate as waiver of any future application of such provision.

Questions? Contact Laszeray Technology, LLC.

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