**TERMS AND CONDITIONS OF SALE**

Introduction. The party selling the goods or services is herein referred to as “Seller” and the customer, person or entity purchasing products (“Products”) or services (defined below) (collectively referred to as “Goods”) from Seller is herein referred to as “Buyer.” Sale of Goods includes Seller granting to Buyer a license to use any software and/or firmware (“Software” and/or “Firmware”) that may be included in, referenced in, or generated by the use of the Goods. The terms “Goods,” “Software,” “Firmware,” and “Products” are used interchangeably and are herein collectively referred to as “Goods.” Seller reserves the right to change the form, substance, or terms and conditions without variation or addition. Any different or additional terms in Buyer’s purchase order or other Buyer documents are hereby objected to. Seller reserves the right in sole discretion to refuse orders.

1. **PRICES.** Prices for Goods, whether specified in Seller’s price list or schedule, acknowledgement or written quotation, are subject to change without notice and include all applicable duties, taxes, and freight charges. If any amount owed to Seller is not paid when due, it shall bear interest at a rate to be determined by Seller, which shall exceed the maximum rate permitted by law, from the date on which it is due. Should Buyer’s financial condition become unsatisfactory to Seller, Seller may, by written notice, modify or cancel the terms of the agreement without liability. Prices are subject to change due to changes in materials costs, labor rates, carrier charges, taxes, or any other happening or contingency beyond Seller’s control, and the increase in the price of goods made by others in substitution for materials used. Buyer agrees that all instructions and warnings supplied by Seller will be passed on to those persons who use the Goods. Seller’s Goods are to be used in their recommended applications and all warning labels adhered to and followed. Buyer shall assume responsibility for the proper use and storage of this product. Seller shall have the right, without liability, to modify any specification, feature, or price of the Goods, or to discontinue the manufacture or sale of the Goods or any part thereof, in combination or assembly with machinery or apparatus not furnished under this agreement.

2. **Taxes.** Any current or future tax or governmental charge (or increase in same) affecting Seller’s costs of production, sale, delivery, or shipment, or which Seller is otherwise permitted to require or collect in connection with the sale, purchase, delivery, or performance, shall be paid by Buyer. Seller shall be entitled to such additional amount or exhibit a claim for such additional amount, and if any amount owed to Seller is not paid when due, it shall bear interest at a rate to be determined by Seller, which shall exceed the maximum rate permitted by law, from the date on which it is due. Should Buyer’s financial condition become unsatisfactory to Seller, Seller may, by written notice, modify or cancel the terms of the agreement without liability. Prices are subject to change due to changes in materials costs, labor rates, carrier charges, taxes, or any other happening or contingency beyond Seller’s control, and the increase in the price of goods made by others in substitution for materials used. Buyer agrees that all instructions and warnings supplied by Seller will be passed on to those persons who use the Goods. Seller’s Goods are to be used in their recommended applications and all warning labels adhered to and followed. Buyer shall assume responsibility for the proper use and storage of this product. Seller shall have the right, without liability, to modify any specification, feature, or price of the Goods, or to discontinue the manufacture or sale of the Goods or any part thereof, in combination or assembly with machinery or apparatus not furnished under this agreement.

3. **Shipment, Delivery & Title.** While Seller will use all reasonable commercial efforts to maintain the delivery date(s) set forth in Buyer’s purchase order, Buyer’s failure to provide shipping instructions and/or other required information, the availability to Seller of the Goods or Seller’s rights and obligations under the Agreement, the U.S. Export Administration Regulations, the U.S. Department of the Treasury’s Office of Foreign Assets Control (OFAC) regulations, and applicable state or local law may preclude Seller from making partial shipments. Seller, at its option, shall not be bound to deliver any goods for which Buyer has not provided shipping instructions and other required information. If the shipment of the Goods is postponed or delayed for Buyer’s account, Buyer agrees to reimburse Seller for all and any storage costs and other additional expenses resulting therefrom. The property of the Goods is located at Seller’s own risk, including across international boundaries, until the Goods are delivered to Buyer. If the Goods are not shipped within thirty (30) days of Seller’s receipt of Buyer’s order, Seller reserves the right to cancel such order. The risk of loss or destruction of the Goods is transferred to Buyer at the time title passes. Any loss or destruction of the Goods during the period of time Seller is in possession of the Goods is for Buyer’s account. Seller reserves the right, in its sole discretion, to refuse orders.

4. **Limited Warranties.** Subject to the limitations of Sections 7, 8, and 9, Seller warrants (i) subject to the other provisions below, Seller warrants that (A) the Goods shall be free from defects in material and workmanship for a period of one (1) year from the date of delivery or (B) if the Goods are to be installed at Buyer’s premises, the Goods shall be free from defects in material and workmanship for a period of twenty-four (24) months from the date of shipment to Buyer’s premises, whichever period expires the sooner; and (ii) that Products of Seller’s manufacture are of good and workmanlike quality suitable for the purposes intended by Buyer and will conform in all material respects to Seller’s written specifications, information, and/or other data to Buyer in the selection or recommendation of same, and will not infringe any valid U.S. patent or copyright, or any other intellectual property rights of third persons. Seller grants Buyer a license to use any Software and/or Firmware that may be included in, referenced in, or generated by the use of the Goods, for the sole purpose of testing and determining the handling methods, quality, and fitness of the Goods or any part thereof, in combination or assembly with machinery or apparatus not furnished under this agreement. The risk of loss or destruction of the Goods is transferred to Buyer at the time title passes.

5. **Limitation of Remedy.** THE WARRANTIES SPECIFIED IN SECTIONS 6 AND 10 CONSTITUTE SELLER’S SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO THE GOODS AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHERE AS SELLER’S GOODS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER’S USE OR PURPOSE.

6. **LIMITATION OF REMEDY.** The sole and exclusive remedy for breach of any warranty hereunder (other than the warranty provided under Section 9) shall be limited to repair, replacement, credit or refund of the purchase price of the Goods or parts thereof, at Seller’s option. No action for breach of warranty shall be brought by Buyer more than two (2) years after the date on which Buyer first discovers, or should have discovered, any defect hereunder. No action for breach of warranty shall be brought more than one (1) year after Buyer has completed any applicable warranty repair or replacement. If, in Seller’s reasonable opinion, the Goods cannot be repaired or replaced in a reasonable time, Seller shall refund the purchase price. Any action for breach of warranty must be commenced within one (1) year after the date on which an action could have been commenced under the previous provisions of this Paragraph 6.

7. **SOLE WARRANTY.** THE WARRANTIES IN SECTIONS 6 AND 10 CONSTITUTE SELLER’S SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO THE GOODS AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHERE AS SELLER’S GOODS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER’S USE OR PURPOSE.
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royalty-free license to use the Output. For purposes of this Agreement, "Output" means all electronic data or information generated through Buyer’s use of the Goods.

22. General Provisions. These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Seller unless made in writing and signed on its behalf by its duly authorized representative of Seller. No conditions, usage or trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. No modification or additional terms shall be applicable to this agreement by Seller’s receipt, acknowledgement or acceptance of Buyer’s purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer’s assent to any additional or different terms set forth herein. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction. The validity, performance, and all other matters relating to the interpretation and effect of this agreement shall be governed by the laws of the State of Florida, USA without regard to its conflict of law principles. No action, regardless of form, arising out of transactions relating to this contract may be brought by either party more than two (2) years after the cause of action has accrued. Further, the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this agreement or any transactions relating thereto.