INTRODUCTION. The party selling the goods or services is herein referred to as "Seller" and the customer, person or entity purchasing the goods or services ("Purchaser") or referred to collectively as "Goods" is from hereon referred to as "Buyer". Sale of Goods includes Seller granting to Buyer a license to use any software and/or firmware ("Software") provided by Seller for the manufacture, operation and/or maintenance of the Goods. The Software is made available to Buyer upon completion of the tooling. All such rights granted to Buyer are nonexclusive and nontransferable. The purpose or use has been disclosed to Seller in specifications, drawings or otherwise, and whether or not Seller's goods are specifically designed and/or manufactured by Seller for Buyer's use or purpose.

8. LIMITATION OF REMEDY, THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY OR REPRESENTATION IS THE REPAIR OR REPLACEMENT, CREDIT OR REFUND OF THE PURCHASE PRICE UNDER SECTION 9. LIMITATION OF LIABILITY, SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN DELIVERY OR PERFORMANCE, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF NOT PREVENTED BY NOTICE OR ASSET AGREEMENTS, OR IF BUYER HAS OTHERWISE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) SHALL SELLER BE LIABLE FOR THE DAMAGE TO BUYER OR ANY OTHER CUSTOMERS, OR FOR THE LOSS OF GOODS OR PROPERTY OF THE GOODS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION, AND BUYER SHALL INDEMNIFY AND HOLD HARMLESS SELLER FOR ANY DAMAGES INCURRED BY BUYER IN EXCESS THEREOF. BUYER AGREES THAT IN NO EVENT SHALL SELLER'S LIABILITY FOR ANY DAMAGES WHATSOEVER EXCEED THE TOTAL PURCHASE PRICE PAID BY THE BUYER FOR THE GOODS OR PORTION OF THE GOODS PROVIDED BY SELLER.

1. Prices. Prices for Goods, whether specified in Seller's price list or schedule, quotation or invoice from Seller relevant to the sale of the Goods and all documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement. Any purchase order forms furnished by Buyer, specifications, or other documents furnished by Buyer in response to Seller's request for proposal, or any formal request for proposal or any formal contract, when inconsistent with the terms of this Agreement, shall be deemed to be in addition to, not a modification or supersedence of, the terms hereof. The terms and conditions hereof shall supersede all prior agreements between Seller and Buyer. Buyer shall be responsible for fixing all taxes, duties, levies, or other charges that may be levied on the Goods or the performance of the Seller's obligations hereunder.

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 required to pay or collect in connection with the sale, purchase, delivery, processing, handling, or storage of the Goods, shall be paid by Buyer; and the price of the Goods shall be the agreed upon price adjusted to include such taxes or governmental charges. All such taxes or governmental charges are Buyer's responsibility and are not subject to change regardless of any change in tax laws.

3. Deliveries. Seller will make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Goods for which Buyer has not made applicable payment to Seller or tendered to Buyer the requisite purchase order. All such shipments will be made F.O.B. Seller's shipping point to the extent of Buyer's order. Buyer will make payment in full at the shipping point. Buyer agrees to accept delivery and to receive by carrier at Seller's shipping point. All shipments originating from Seller's Reynosa plant are made F.O.B. Seller's Shipping Dock and title shall transfer to Buyer at Seller's loading dock. All other shipments are made F.O.B. Seller's shipping point and title shall transfer at the point of F.O.B. Seller's loading dock. Seller reserves the right to change designs and specifications for the Goods without prior notice to Buyer, except with Buyer's written consent. Buyer shall be notified in writing of any such change or addition, and Buyer fails to agree to such change or addition, Seller shall be entitled to cancel this agreement as to future deliveries of such Goods, without liability.

4. Delivery & Title. While Seller will use all reasonable commercial efforts to maintain the delivery date(s) acknowledged or quoted by Seller, all shipping dates are approximate and not guaranteed. Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Goods for which Buyer has not provided shipping instructions and other required information. If the shipment of the Goods is postponed or delayed by any cause beyond Seller’s reasonable control, including, but not limited to, acts of God, fire, flood, accident, strikes, lock-outs, war, or any third parties for interruption or limitation of Services based on any technical advice furnished by Seller, the time of delivery shall be extended by an amount equal to the delay resulting therefrom. Risk of loss and legal title to the Goods shall transfer to Buyer for sales in which the end destination of the Goods is outside of the United States immediately after the Goods have passed beyond the territorial limits of the United States. For sales in which the end destination of the Goods is within the United States, title shall pass to Buyer at the point of delivery and receipt by carrier at Seller's shipping point. All shipments originating from Seller's Reynosa plant are made F.O.B. Seller's Shipping Dock and title shall transfer to Buyer at Seller's loading dock. All other shipments are made F.O.B. Seller's shipping point and title shall transfer at the point of F.O.B. Seller's loading dock. Buyer assumes all other responsibility for the Goods. The transfer of risk and ownership in the Goods by Seller to Buyer shall be submitted by Buyer directly to the carrier. Shortages or damages must be identified and signed for at the time of delivery.

5. Limited Warranty. Subject to the limitations of Sections 7, 8, and 9, Seller warrants (i) subject to the other provisions of this Agreement, that Goods manufactured by Seller will conform with Seller's specifications therefore and be free of defects in materials and workmanship. Seller will make good, by repair or at Seller’s option by the supply of a replacement part or parts, any defects which, under proper use, care and maintenance, appear in Products of Seller’s manufacture which are reported to Seller within 7 days from putting such Products into operation or 7 days after the “USE BY” date printed on the Products, whichever period expires the sooner (the “Warranty Period”), which are reported to the Seller within 3 months after occurrence of the relevant defect and which arise solely from faulty materials or workmanship; provided always that defective items are returned to Seller within the Warranty Period, accompanied by a statement of the nature and extent of the defect(s), which extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, misuse, abuse, or neglect, or use or combination with machinery or apparatus not furnished under this agreement. To the extent that Buyer or its agents has supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and the preparation of Seller's quotation, and in the event the Goods shall not conform or perform in accordance with such specifications, information, representation of operating conditions or other data to Seller, Seller's sole obligation arising hereunder shall be limited to Return, repair, replace, or refund the purchase price for, that portion of the Goods found by Seller to be defective. Failure by Buyer to give such written notice within the applicable time period shall be deemed an absolute and unconditional waiver of Buyer's claim for such defects. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, or resulting from the use of, Goods, either alone or in combination with other goods or apparatus, or combination or assembly with machinery or apparatus not furnished by Seller, at Buyer's risk, and Buyer must take all necessary steps to minimize such loss, damage, or injury.

6. Assignment. Buyer may not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment, without such consent, shall be void. Buyer shall notify Seller of any change in ownership of Goods purchased from Seller and the Goods purchased by Buyer. Buyer shall immediately upon receipt of any change in ownership, and of each and any use of the Goods, written notice shall be immediate and in writing to any subsequent purchaser or users and to defend, indemnify and hold Seller harmless from any claims, losses, suits, judgments and damages, including without limitation of recovery in contract, strict or tort, or any other basis, caused by or arising out of use, the case or actions of such third parties or otherwise, including allegations that Seller's liability is based on negligence or strict liability.

7. SOFTWARE. 7.1 Seller's 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 warranties for merchantability, fitness for a particular purpose, non-infringement of intellectual property rights, or freedom from computer viruses or defects. The purpose of use has been disclosed to Seller in specifications, drawings or otherwise, and whether or not Seller's goods are specifically designed and/or manufactured by Seller for Buyer's use or purpose.

8. Limitation of remedy, the sole and exclusive remedy for breach of any warranty or representation is the repair or replacement, credit or refund of the purchase price under Section 9.

9. Limitation of liability. Seller shall not be liable for damages caused by delay in delivery or performance, or for any indirect, special, incidental or consequential damages, even if not prevented by notice or asset agreement, or if Buyer has otherwise been advised of the possibility of such damages, regardless of the form of the claim or cause of action (whether based in contract, infringement, negligence, strict liability, other tort or otherwise) shall Seller be liable for the damage to Buyer or any other customers, or for the loss of Goods or property of the Goods provided by Seller giving rise to the claim or cause of action, and Buyer shall indemnify and hold harmless Seller for any damages incurred by Buyer in excess thereof. Buyer agrees that in no event shall Seller's liability for any damages whatsoever exceed the total purchase price paid by the Buyer for the Goods or portion of the Goods provided by Seller.
21. **Data Ownership.** Seller owns all Output (defined below) generated by the use of the Goods. Subject to the terms and conditions of this Agreement, Seller hereby grants Buyer a worldwide, nonexclusive, nontransferable, perpetual, 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.