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 ("Products") or services (defined below) (collectively referred to as "Goods") from Seller is herein referred to as "Buyer".

1. PRICES.

1.1. For Goods, unless specified in Seller's price list or schedule, acknowledgement or written quotation, are subject to change without notice and the prices invoiced will be those in effect at the time of shipment.

1.2. For Services, unless otherwise agreed upon in writing by Seller and Buyer, the prices for Goods, whether specified in Seller's price list or schedule, acknowledgement or written quotation, are subject to change without notice and the prices invoiced will be those in effect at the time of shipment.

1.3. Seller shall not be liable for any nonperformance or any default or delay in performance if caused, directly or indirectly, by acts of God, acts of Buyer, war, fire, weather, sabotage, riot, civil commotion, strikes, lockouts, slow work, or any other cause beyond Seller's reasonable control.

1.4. Buyer shall indemnify and hold Seller harmless from and against all claims, losses, damages, injuries, judgments, costs, losses, liabilities, and expenses (including reasonable attorney's fees and costs of suit) arising out of the Products or services (including any third party claims) or otherwise.

2. SHIPMENT, DELIVERY & TITLE.

2.1. While Seller will use all reasonable commercial efforts to maintain the delivery date(s) acknowledged or confirmed by Buyer, all delivery dates are approximate and not guaranteed. Seller reserves the right to make partial shipments.

2.2. Seller, at its option, shall not be bound to tender delivery of any Goods for which Buyer has not provided shipping instructions and information and Buyer shall not be relieved from its obligation to take delivery on any date.

3. TERMS AND CONDITIONS OF SALE

3.1. Seller grants Buyer a nonexclusive and nontransferable license to use online, cloud-based, or web-based platform and services and any associated electronic, computer-generated, database, management, mobile applications or offline computer software, systems, or devices. Such Services shall and will remain the property of Seller.

3.2. Services shall and will remain the property of Seller. Buyer may not alter, modify, or reverse engineer (including for the purpose of reproduction, disassembly, or determination of its source code or protocols), the Services without Seller's prior written consent.

4. DISCLAIMER OF WARRANTIES.

4.1. The Goods and Services sold hereunder are not for use in connection with any nuclear, medical, life-sustaining, or related applications. Buyer accepts the Goods and services with all faults.

4.2. Any representation of operating conditions or other data to Seller in the selection or design of the Goods and the preparation of Seller's quotations or quotes is not binding on Buyer.

4.3. Seller's specifications therefore and be free of defects in materials and workmanship. Seller will make good, by repair or at Seller's option, the Goods which are defective in materials and workmanship, or not in conformance with the Goods' specifications, within a reasonable time after Buyer notifies Seller in writing.

4.4. Seller's tools shall remain the property of Seller. Buyer shall not alter, modify, or reverse engineer (including for the purpose of reproduction, disassembly, or determination of its source code or protocols) the Goods.

5. LIMITATION OF LIABILITY.

5.1. Notwithstanding any other provision herein to the contrary, Seller or applicable third party licensor to Seller shall be entitled to terminate the license Agreement for infringement, if Buyer is alleged to be infringing a claim of the patent, trade secret, copyright, trademark, or other intellectual property right of such party.

6. PATENTS AND COPYRIGHTS.

6.1. Subject to the limitations set forth herein and in Sections 8 and 9 of the Statement of Sale, Seller warrants that the Goods sold, except those Goods made specifically for Buyer according to Buyer's drawings or specifications or otherwise at Buyer's direction, do not infringe any valid U.S. patent or copyright, as the case may be, in existence as of the date thereof. This warranty extends only to Buyer and does not extend to Buyer's customers or users of the Goods or their distributors.

6.2. Buyer agrees that Buyer will fully cooperate with Seller and permit Seller to control the defense, settlement or compromise of any such infringement allegations.

6.3. Seller assumes no obligation or liability for the advice given or results obtained, all advice being given and accepted at Buyer's sole risk.

7. LIABILITY.

7.1. The Goods and Services shall be complete at the place of delivery as agreed upon by Buyer and Seller and shall conform to the specifications, design, and requirements of Buyer as set forth in Buyer's purchase order. Seller warranties that the Goods will manifest Buyer's herein to the extent 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 its sole discretion to refuse or cancel any order for Buyer's failure to comply with any of the terms and conditions of this Agreement.

8. ALLOCATION.

8.1. In the event Seller fails to make any payment when due. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of such fees.

9. STANDARDS.

9.1. The Goods and Services shall be manufactured, designed, and delivered in accordance with Buyer's specifications and Buyer's order, which are incorporated in this Agreement.

10. CANCELLATION.

10.1. Buyer may cancel or change orders or additions to orders or otherwise terminate this Agreement in writing, subject to Buyer's written notice to Seller.

11. TAXES.

11.1. All amounts payable hereunder shall include all taxes and duties of every nature, whether now or hereafter imposed, levied, collected, deducted, or withheld, and all amounts payable hereunder shall be paid by Buyer to Seller, as applicable.

12. CANCELLATION.

12.1. Seller's determination of such termination charges shall be conclusive.

13. CHANGES.

13.1. Buyer may request changes or additions to the Goods consistent with Seller's specifications and criteria. In the event Buyer makes such a request, Seller shall promptly notify Buyer of the additional costs and charges, which may be delayed in effecting such change or addition.

14. SOFTWARE.

14.1. Seller shall provide Buyer with that data/documentation which is specifically identified in Seller's quotation. If additional copies of data/documentation are to be provided by Seller, it shall be provided to Buyer at Seller's applicable prices then in effect.

15. EXPORT/IMPORT.

15.1. Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which the Seller and Buyer are established or from which Goods and Services may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import or export, Goods in violation of such applicable, laws, regulations, or requirements.

16. CONCLUSION.

16.1. Any and all storage costs and other additional expenses resulting therefrom. All shipments originating from Seller's facility shall be invoiced to Buyer upon delivery.

17. DOCUMENTATION.

17.1. Seller grants Buyer a nonexclusive and nontransferable license to use online, cloud-based, or web-based platform and services and any associated electronic, computer-generated, database, management, mobile applications or offline computer software, systems, or devices. Such Services shall and will remain the property of Seller.

18. DOCUMENTATION.

18.1. Seller grants Buyer a nonexclusive and nontransferable license to use online, cloud-based, or web-based platform and services and any associated electronic, computer-generated, database, management, mobile applications or offline computer software, systems, or devices. Such Services shall and will remain the property of Seller.

19. NUCLEAR/MEDICAL.

19.1. Goods and Services sold hereunder are not for use in connection with any nuclear, medical, life-sustaining, or related applications. Buyer accepts the Goods and services with all faults.

20. GENERAL PROVISIONS.

20.1. 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 modification, revocation, rescission, discharge, termination, or amendment of these terms and conditions shall be effective unless in writing and signed for at the time of delivery.

21. DATA OWNERSHIP.

21.1. Buyer sells or transfers ownership to any third party integrator, Buyer shall notify Seller and any third party licensor to Seller shall retain all rights, ownership interest in, or rights to possession or removal, of any or all of the Goods, except as otherwise expressly provided by Seller and Buyer in writing with reference to this provision.

22. LIQUIDATION/BANKRUPTCY.

22.1. Buyer agrees that all applicable export and import controls, laws, regulations, orders, and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which the Seller and Buyer are established or from which Goods and Services may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import or export, Goods in violation of such applicable, laws, regulations, or requirements.

23. GENERAL PROVISIONS.

23.1. 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 modification, revocation, rescission, discharge, termination, or amendment of these terms and conditions shall be effective unless in writing and signed for at the time of delivery.

24. LIQUIDATION/BANKRUPTCY.

24.1. Buyer agrees that all applicable export and import controls, laws, regulations, orders, and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which the Seller and Buyer are established or from which Goods and Services may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import or export, Goods in violation of such applicable, laws, regulations, or requirements.

25. TAXES.

25.1. All amounts payable hereunder shall include all taxes and duties of every nature, whether now or hereafter imposed, levied, collected, deducted, or withheld, and all amounts payable hereunder shall be paid by Buyer to Seller, as applicable.

26. LIQUIDATION/BANKRUPTCY.

26.1. Buyer agrees that all applicable export and import controls, laws, regulations, orders, and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which the Seller and Buyer are established or from which Goods and Services may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import or export, Goods in violation of such applicable, laws, regulations, or requirements.

27. LIABILITY.

27.1. Seller shall not be liable for any nonperformance or any default or delay in performance if caused, directly or indirectly, by acts of God, acts of Buyer, war, fire, weather, sabotage, riot, civil commotion, strikes, lockouts, slow work, or any other cause beyond Seller's reasonable control.

28. TAXES.

28.1. All amounts payable hereunder shall include all taxes and duties of every nature, whether now or hereafter imposed, levied, collected, deducted, or withheld, and all amounts payable hereunder shall be paid by Buyer to Seller, as applicable.