**TERMS AND CONDITIONS OF SALE**

**TITLE TO GOODS:** Upon delivery of the Goods to Buyer, title thereto shall pass to Buyer. Seller reserves the right to resell the Goods if Buyer fails to comply with any of the terms and conditions hereof.

**SHIPPING PRICES:** The prices charged herein are firm and are subject to change without notice. Buyer agrees to indemnify and save Seller harmless from any such changes.

**WARRANTIES:** All Goods shall be warranted against defects of material and workmanship for a period of one year from the date of purchase. Seller makes no other warranties, express or implied, and disclaims all warranties, express or implied, including, without limitation, any warranty of merchantability or fitness for a particular purpose. Buyer is responsible for any damages, claims, liabilities or expenses of any nature arising out of such transfer, including but not limited to, any loss of profits, loss of business or other commercial damage.

**DEVICE TRUST:** Seller may sell, lease, or otherwise transfer possession of the Goods to any person or entity upon such terms and conditions as Seller determines to be equitable without liability for any such sale, lease, or transfer.

**COMMISSIONS:** Seller shall not be liable for any commissions, expenses, or charges arising out of the transaction hereunder.

**CANCELLATION:** Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller for the goods already delivered. All cancellation requests must be in writing and signed by an authorized representative of Seller. Any such cancellation notice must be received by Seller within the time period specified by Seller, or Seller may reject the cancellation request.

**APPLICATION OF LAWS:** The provisions of this agreement shall be governed by the laws of the State of Missouri, without regard to conflict of law principles.

**PRODUCT DESCRIPTION:** The description of the Goods provided herein is only an approximation. The actual product may vary due to technical improvements, changes in the manufacturing process, or other factors.

**INFORMATION:** Seller shall not be liable for any information provided to Buyer from any source, or for any failure to provide such information, or for any consequences arising from such information.

**PRIVACY NOTICE:** Seller shall comply with all applicable laws and regulations regarding the collection, use, and disclosure of personal information from its customers.

**EXCLUSIVE REMEDY:** The only remedy available to Buyer for any breach of this Agreement or other agreement between Buyer and Seller shall be limited to the repair or replacement of the Goods, or the refund of the purchase price, at Seller's option.

**ELECTRONIC DATA:** Buyer agrees to indemnify and save Seller harmless from any loss of electronic data or information generated through Buyer’s use of the Goods.

**NON-USE POLICY:** Buyer agrees to cease using the Goods if their use is no longer necessary or if they are no longer in use due to obsolescence or otherwise. Seller reserves the right to cancel the agreement if Buyer fails to comply with these provisions.

**TERMINATION:** Buyer agrees to terminate the agreement if the Goods are defective or if Seller fails to meet any of its obligations under the agreement.

**REPLACEMENT OF GOODS:** Seller shall replace any Goods found to be defective within the warranty period free of charge, including freight and insurance.

**DEFENSE OF LAWSUIT:** If Buyer initiates any action against Seller, Buyer agrees to indemnify and save Seller harmless from all expenses, attorneys' fees, and any other costs or damages arising out of such action.

**COPYRIGHTS:** Seller reserves all copyrights, patents, trademarks, and other intellectual property rights in the Goods and any related documentation.

**TERMS OF PAYMENT:** The price at which this order is accepted shall be subject to change without notice.

**CHANGES:** No modifications or changes to this Agreement shall be binding unless in writing and signed by an authorized representative of Seller.

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