

TERMS & CONDITIONS

Last Updated: November 2020

Acceptance

All orders are subject to acceptance by Seller. Buyer agrees to provide credit references upon request before orders are accepted by Seller. "Terms and Conditions" means collectively, the terms and conditions contained herein. Any Terms and Conditions originating with Buyer are superseded by the Terms and Conditions and shall not be or become part of the contract between Buyer and Seller unless specifically accepted in a writing signed by an officer of Seller. Acknowledgement of the receipt of any order, including signing and returning to Buyer its acknowledgement copy, if any, shall not constitute acceptance by Seller of any additional or different terms and conditions, nor shall Seller commencement of work, in itself, be construed as acceptance of an order containing additional or different terms and conditions. Seller shall have no liability until or unless orders are accepted.

Prices

Prices for and payment terms of the Goods are set forth in the Proposal. Prices are subject to change without notice. All Buyer's purchase orders should reference Seller's quotation number at time of order or may be subject to a price adjustment or refusal of acceptance. The Seller reserves the right to correct pricing if an error was made by Seller and Buyer has a right to cancel order if Buyer does not agree to adjusted pricing. Any errors contained in Seller's invoice must be brought to the attention of the Seller within 5 days of receiving an invoice. Failure to do so may result in an uncorrectable situation for both Buyer and Seller.

Taxes

Prices do not include sales, use, excise, property, import, export or other taxes that may be levied on the transaction by local, state, federal or foreign governments. Any such taxes shall be the responsibility of Buyer.

Delivery, Installation and Returns

Unless otherwise agreed to in writing by AutomaTech, Inc, delivery of Equipment and Software shall be made Ex Works (Incoterms 2000) AutomaTech's facility or other point of shipment selected by AutomaTech ("Shipping Point"). Buyer shall bear the risk of loss and damage to goods after departure from Shipping Point. Unless otherwise agreed to by AutomaTech in writing, Buyer will pay all insurance costs in connection with delivery of the goods, if any, and be responsible for filing claims with carriers for loss of, or damage to goods in transit. AutomaTech will make every effort to meet commitments concerning shipping dates; however, revisions may be necessary due to unforeseen events. AutomaTech will not be responsible for loss, including but not limited to incidental, special or consequential damages, occurring to Buyer or to any other party as a result of any delay in shipment. Buyer shall not debit, back charge or setoff AutomaTech for returns, warranty claims or for any other reason, without prior written consent from AutomaTech. Products may not be returned by Buyer without prior written Return Materials Authorization (RMA) and the return of Products may be subject to a restocking fee. All returns that have been approved must be accompanied by an RMA issued by AutomaTech at the time of return. All returns must be in original packaging, free of any markings and suitable for resale. RMA's are valid for 30 days from issuance unless otherwise agreed to by AutomaTech in writing. Return freight charges are the responsibility of the Buyer. Credit will be issued after return has been received, inspected and deemed acceptable for return.

Cancellation Charges

Buyer understands and agrees that the Goods are being specifically manufactured for the Buyer and that any cancellation of an order shall result in cancellation charges. Any attempt to cancel or refuse delivery of the order or change the specifications (collectively referred to herein as "cancellation") without Seller's consent will be a breach of contract and may be subject to cancellation charges. Buyer agrees to pay such charges in an amount, unless otherwise specifically provided in this acknowledgement or by special arrangement, equal to the full contract price that are finished or in production at the time of Buyer's cancellation. In addition, any postponement of a delivery of Goods by Buyer by more than ninety (90) days shall be deemed a cancellation of the order and shall be subject to these cancellation charges. Buyer agrees to return all Goods in original packaging with all manuals, accessories and documentation. Buyer must obtain and RMA prior to returning the Goods. All orders, unless specified in writing on Buyer's purchase order, may be shipped as partials.

Special Orders

Special Orders, Custom Orders and NCNR (Non Cancelable Non Returnable) Orders are not cancellable and not returnable after the orders are confirmed and accepted for processing. We will communicate these types of orders to our customers both verbally and via email during order confirmation process to avoid any miscommunication.

Terms of Payment

Unless otherwise specified, terms of payment are net thirty (30) days from date of invoice. Late charges shall incur an interest rate of one percent (1.5%) per month or the maximum rate allowable under applicable laws, whichever is less.

Warranty

All warranties are the warranties of the product manufacturer. No representative of Seller is authorized to make any warranties, promises or representations as to any product, and none shall be binding to Seller. The Seller warrants that the products which it sells to the Buyer shall be free from defects in workmanship or materials. In the event that any products or parts thereof shall prove to be defective in workmanship or materials, at the time it is delivered to buyer, the seller shall repair or replace the same without cost to the buyer. This is the Seller's sole obligation under this warranty, and the Buyer's sole and exclusive remedy.

Designs

Buyer shall not copy or distribute any drawings, information or documentation received from Seller associated with this purchase order and shall not reverse engineer or disassemble any product, sample or prototype received from Seller associated with this purchase order without Seller's permission. Purchase order generated by the buyer is consider an acceptance of the design.

Change Orders

The Buyer can request that changes be made in the construction or design of the product to be specifically adapted for the Buyer's use. The request will be subject to AutomaTech's acceptance in (at) its discretion. If the request is accepted by AutomaTech, it will provide the Buyer with an adjusted purchase price, completion date and shipping date. Upon acceptance of the adjustments by the Buyer, AutomaTech will continue to work toward the completion of the project in accordance with the revised schedule.

Safety

AutomaTech is not responsible for the misuse or misapplication of the products included in this sale. AutomaTech recommends and expects that the products provided in this sale will be installed with the proper safety devices applied if they have not been specifically included in the sale. A failure for the

Buyer to specially request safety devices as part of the sale or install safety devices with the products of this sale, shall be at the Buyer's own risk. The Buyer agrees not to hold AutomaTech liable for any claims against AutomaTech by any person which directly or indirectly relate to the misapplication of the products of this sale and any associated safety devices which have or have not been installed with the products of this sale.

Indemnification

Buyer agrees to indemnify, save harmless and defend Seller from and against all suits, actions, legal proceedings, claims, demands, damages, costs, reasonable expenses and attorneys' fees, to the extent caused by, or arising from (i) injury to or death of any person or persons or any damage to or loss of property arising out of or caused by Buyer's negligence, breach of these Terms and Conditions or willful misconduct or the sale or use of any product sold by Buyer or its affiliates that incorporates any of the Goods sold hereunder, other than those that are the result of a defect in such Goods caused by Seller, and (ii) Buyer's infringement of any third party's copyright, trade secrets, patent, trademark and/or trade name in connection with the manufacture or sale of Buyer's products that incorporate the Goods sold hereunder.

Limitation of Liability

IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL DAMAGES, INDIRECT DAMAGES, EXEMPLARY DAMAGES, PUNITIVE DAMAGES, INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, LOSS OF REVENUE, OR LOSS OF USE OF ANY PROPERTY OR CAPITAL, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE REASONABLY FORESEEABLE. THESE LIMITATIONS ON DAMAGES SHALL APPLY HOWEVER THE LOSS OR DAMAGE MAY BE CAUSED AND ON ANY THEORY OF LIABILITY WHETHER BASED ON CONTRACT, TORT OR OTHER LEGAL THEORIES INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, STRICT LIABILITY OR UNDER ANY INDEMNITY OBLIGATION.