

## TERMS AND CONDITIONS OF SALE

### ACCEPTANCE

Acceptance of Seller's quotation by Buyer is expressly limited to the terms and conditions contained herein. Any term or condition contained in purchase order or other form from the buyer that is in conflict with the terms or conditions of Seller's quotation is hereby expressly rejected and shall not be binding on Seller.

### PRICES

Prices are FOB ship point and exclusive of all Federal, State, Municipal, or other Government Excise Sales, Use, Occupational or like taxes, which in their event, will be burdened by Buyer.

Subject to change at any time by Seller in the event of any change in the Buyer's requirements or the Standard Terms & Condition of Sale or as a result of changes to the quotation and/or order agreed to in writing between Seller and Buyer.

Prices firm for 30 days from date of quotation, subject to prior sale.

Title to product shall not pass to Buyer until full payment has been received by Seller. Ideas quoted and engineering drawings remain the property of Seller.

### DELIVERY

Delivery dates are approximate and are those available at the time of quotation and are subject to revision;

(1) before Seller's acceptance of an order due to delay in receipt of;

- (a) Buyer's signed order,
- (b) Deposit payment,

(c) Final and complete details, specifications, sample parts, and drawings necessary to permit the start of design and manufacture.

(2) based upon Seller's acceptance of other orders prior to receipt of items in (1).

(3) due to causes beyond Seller's control, including, but not limited to, delays caused by strikes, fire, war, Acts of God, scarcity of materials, transportation delays.

(4) due to delays or changes in approval drawings sign-off,

(5) due to delays in supply of pieces necessary for testing,

(6) due to delays in Seller's receipt of components from Suppliers.

If, upon notification from Seller that the Product is ready for shipment, Buyer requests Seller to delay such shipment, Buyer shall pay Seller the reasonable cost of the storage of same until shipment is made pursuant to Buyer's instructions.

All goods shall be shipped FOB point of shipment; the Buyer will assume freight charges and risks of loss, injury, damage or transportation. Seller reserves the right to specify routing, unless otherwise agreed to.

### CHANGES IN DESIGN & IMPROVEMENTS

Buyer acknowledges that provisions in the drawings and/or specifications for the product are descriptive only and not intended as warranties from Seller, unless expressly stated to be such. Seller shall have the right, but not the obligation, to

make changes at any time in the specifications for the Product in order to incorporate therein, later developments and improvements.

Changes in information or part samples supplied that effect design, delivery or installation start-up may have costs and/or impact to the performance of the operating system. Such costs or requirements necessary to meet the intended functionality of the system shall be at the Buyer's expense.

### INSTALLATION

Installation is the responsibility of the Customer/Integrator unless otherwise agreed. When agreed and contracted, Seller or its agent will supply a service technician to supervise installation, start-up and demonstrate the operation of equipment. The cost of providing a service technician shall be borne by the Buyer and charged at the prevailing rates including overtime where applicable.

All costs incidental to the erection and installation shall be borne by the Buyer including modifications to the Buyer's molding machine, its controls, obstructions, etc.

### WARRANTY

The equipment includes the manufacturer's warranty. If during the first twelve months from shipment, any non-wear parts of the robot designed and manufactured by Seller prove to have defects in material or workmanship when furnished, Seller agrees to repair or replace such parts without charge, F.O.B. point of shipment, without any obligation on Seller's part for installation/labor. Customer agrees to supply a P.O. and return defective parts for evaluation. Warranty void unless product has been properly installed, maintained and operated in accordance with all instructions of Seller.

Buyer agrees that Seller in no event be liable for consequential damages, loss or for any breach of warranty, express or implied, nor will additions or modifications made on equipment outside of Seller's factory without prior written consent of Seller.

### CANCELLATIONS

All orders shall be non-cancelable except when Seller agrees. A cancellation fee of 15% of sales price or total costs incurred by Seller, plus 20%, which ever greater, will apply.

### LATE PAYMENTS

Seller reserves the right to charge a 1% per month finance charge on unpaid balances (over 30 days). Reasonable collection & Attorney's fees may be applied.