

## Sensible Automation Solutions LLC. Terms and Conditions

“The following Terms and Conditions shall, upon the final acceptance by Sensible Automation Solutions LLC. (“Seller”) of Buyer’s Purchase Order, constitute the final agreement (“Agreement”) of Seller and Buyer for the equipment purchased by buyer. Said Agreement shall also include the requirements of Buyer’s Purchase Order expressly accepted in writing by Seller and any and all plans, specifications and drawings accepted by Seller by written acknowledgment thereof.”

A. ACCEPTANCE. Seller shall be entitled to rely upon any signature appearing upon the Purchase Order as being authorized by Buyer. No terms and conditions other than set forth herein and upon a Purchase Order as finally accepted and signed by Seller shall be binding upon Seller. The place of performance the place where title shall pass and the place where Purchase Order is made shall be Seller’s office in Alpharetta, Georgia.

B. PAYMENT. Payment terms for the equipment shall be made according to the payment terms of the Seller’s quote. Seller may demand payment in advance of shipment if, in Seller’s opinion the credit or financial condition of Buyer is or is about to become impaired.

C. TAXES. Except where otherwise prohibited by law, all sales, excise, use, property, or similar taxes or charges by the federal, any foreign, or any state or local government, which Seller may be required to pay or collect, shall be in addition to price stated upon the Purchase Order and shall be paid by Buyer.

D. INSPECTION. Buyer may inspect and accept equipment at Seller’s plant. If the Buyer does not desire to send a representative to the plant to inspect the equipment, Buyer may:

- 1.) request Seller to release for shipment. Further claims, if any are limited to those covered by Seller’s warranty; or
- 2.) inspect or test the equipment immediately upon arrival and shall within five (5) days of arrival give written notice to the Seller of any claim that the equipment does not conform with the terms of the Purchase Order. If the Buyer shall fail to give such notice, the equipment shall be deemed to conform, and the Buyer shall be bound to accept and pay for the equipment in accordance with the terms of this Agreement. The Buyer expressly waives any rights the Buyer may have to revoke acceptance after such five (5) day period; or
- 3.) buy off the equipment via live video teleconferencing. Upon acceptance of equipment the Buyer will request Seller to release the equipment for shipment. Further claims, if any, are limited to those covered by Seller’s Warranty.

E. INSTALLATION. Installation is not included in the quoted price unless specifically so stated upon Agreement and any cost necessary for the assembly of the equipment in the Buyer’s plant shall be borne by the Buyer. 2

F. DELIVERY. Delivery time/dates given herein or upon Purchase Order are estimated only and are computed from receipt at Seller’s plant in Alpharetta, Georgia of all final necessary specifications, details, including certified parts, prints and a quantity of actual sample parts necessary for development of the equipment. Buyer’s failure to supply such items by the date requested by Seller voids estimated delivery time/dates given.

The Seller shall not be in breach for delay, no delivery, or default in shipment in whole or in part if caused by strikes, war, riot, or revolutions, or by United States Government, or any other government,

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or no delivery or delays through floods, fires, droughts, accidents, lockouts, insurrections, breakdowns of machinery, commandeering of vessel carrying goods, or from loss or damage in transit, or detention or delay resulting indirectly or directly from acts of God, perils of the sea, stoppage of labor, shortage of cars, or by refusal of any necessary license, or regulations or restrictions imposed by any government considered as "force majeure", or by any other unavoidable cause other than Seller's own negligence.

G. SHIPPING TERMS. All shipments are F.O.B. Seller's plant. A separate invoice will be submitted for each shipment. Seller shall ship by insured carriers and Seller's liability ceases when carrier accepts shipment. All costs of transportation shall be borne by the Buyer and all risks of loss shall pass to the Buyer when the goods are delivered to the carrier. If the equipment shall arrive by any means sufficient to tender it on arrival, the same shall be deemed delivery.

H. SEVERABILITY OF SHIPMENTS - SINGLE BREACH. Each shipment shall be treated as a separate and independent agreement with respect to payment.

I. BANKRUPTCY OR INSOLVENCY OF BUYER. If the Buyer becomes bankrupt or insolvent during the term of the Agreement, the Seller may forthwith terminate this Agreement upon written notice thereof to the Buyer and may stop shipment of any equipment in transit by notice to carrier. Such termination shall not prejudice Seller's rights to any amounts then due under the contract.

J. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the parties and is intended as a final expression of their bargain and the exclusive statement of the terms thereof and shall not be modified except in writing signed by the parties hereto. No course of prior dealings or oral understanding shall be relevant to supplement or explain any of its terms. No waiver by Seller of any provision herein by Buyer shall be deemed a subsequent waiver of the same or any other provision or any other subsequent default.

K. INDEMNITY. Buyer shall have exclusive management and control of the equipment from completion of loading for shipment. Buyer will be solely responsible for assuring proper use, maintenance, supervision and care of equipment. Seller shall not be liable for any injuries, damages, claims, or expenses caused by omissions, alteration, or removal of or tampering with any safety device or any other device or part of equipment, nor improper operation, failure to follow manufacture's installation and maintenance instructions, failure to properly maintain and repair equipment, substitution of parts other than those supplied or recommended by Seller, or any negligence, abuse or misuse of equipment. Buyer agrees to defend, indemnify and hold Seller harmless against all such injuries, damages, claims, and expenses, including reasonable attorney's fees, by whomsoever asserted. Buyer warrants to Seller that any plans and specifications for equipment, which Buyer Supplies Seller, will infringe no patents, copyrights or trademarks nor with the 3

use thereof constitute unfair trade or unfair competition. The Buyer agrees to defend, indemnify and hold the Seller harmless against any suits, claims, losses, or other liability made against, or suffered by the Buyer arising from any claims therefor.

L. GOVERNING LAW AND VENUE. This Agreement shall be construed in accordance with the laws of, and under the Uniform Commercial Code as adopted by, the State of Georgia, exclusive of its choice of law rules. The preferred venue for any litigation regarding this Agreement shall be Forsyth County, Georgia.

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M. LATE PAYMENT CHARGES - ATTORNEY FEES. Seller's invoices for equipment and services under this Agreement are due net Thirty (30) days, from the date of each such invoice unless otherwise stated. In the event of delinquency in payment, late payment charges shall accrue on all delinquent invoices at the rate of 1.5% per month commencing from the date of such delinquent invoice(s). If Seller shall refer to an attorney for enforcement of its terms or collection of invoices issued hereunder, Buyer shall also pay all attorney's fees incurred by Seller in the enforcement and collection of sums due under this Agreement.

N. LIMITED WARRANTY. Seller warrants the equipment to be free from defects in material and workmanship under normal use and service for one year from date of manufacture. Buyer's exclusive remedy and Seller's sole liability hereunder shall be limited to the repair or exchange of any part or parts which may prove, upon Seller's examination and to its satisfaction, to be defective under normal use and service and within one year from the date of installation. No warranty made by Seller shall be binding upon Seller after more than one year from the date of installation and no liability of any kind for special, indirect or consequential damages of any nature is assumed by or shall be imposed upon Seller based upon its undertakings herein. This warranty is expressly in lieu of all other warranties, expressed or implied, including the warranties of merchantability, fitness for a particular purpose, and fitness for use and all other liabilities on seller's part, and seller neither assumes nor authorizes any liability in connection with the sale of this equipment. Seller makes no warranty whatsoever in respect to accessories or parts not supplied by seller. This warranty shall apply only within the boundaries of the continental united states.