

Terms & Conditions

TERMS and CONDITIONS of SALE

1. **PRICE.** The prices of the product purchased in the listing are F.O.B. TROY INNOVATIVE, (the "Seller"), MIDDLEFIELD OHIO, UNLESS NOTED OTHERWISE. All transportation, license fees, custom duties and other such charges shall be paid by Buyer and added to the total purchase price shown in the listing UNLESS NOTED OTHERWISE.

2. **DEFAULT.** Failure of Buyer to perform its obligations hereunder, including, but not limited to, payment in full of purchase price, as a result of insolvency, bankruptcy, assignment for the benefit of creditors or dissolution, liquidation, or closing of business by Buyer, shall constitute a default under this Agreement and shall afford the Seller all remedies or a secured party under the Uniform Commercial Code of the State of OHIO.

3. **FINANCIAL RESPONSIBILITY.** If Buyer fails to comply with any terms of payment, Seller reserves the right to withhold further deliveries or terminate the Contract, and any unpaid amount thereupon shall become due immediately. Terms of payment are set forth on Seller's quotation, order acknowledgment or invoice.

4. **EVENTS BEYOND CONTROL.** Fulfillment of this order is contingent upon the availability of materials. Seller shall not be liable for any delay in delivery or for non-delivery in whole or in part caused by the occurrence of any contingency beyond the control of either the Seller or suppliers to the Seller, including, but not limited to, war, sabotage, acts of civil disobedience, failure or delay in transportation, act of any government or agency for subdivision thereof, judicial action, labor dispute, fire, accident, explosion, quarantine, restrictions, storms, flood, earthquake, shortage of labor, fuel, raw materials, or machinery or technical failure where Seller has exercised ordinary care in the prevention thereof. If any contingency occurs, allocation of product and delivery thereof will be at the discretion of Seller.

5. **CANCELLATION:** A Contract shall not be cancelable by the Buyer for delays in delivery or other cause until written notification of such intention has been actually received by Seller. In any event, however, Buyer shall be obligated to accept any goods and materials previously shipped for any Contract, or any which are in the process of manufacture for the Buyer.

6. **ASSIGNMENT.** This Agreement may not be assigned, in whole or in part, without the written consent of the non-assigning party.

7. **INDEMNIFICATION.** Buyer shall indemnify and hold Seller harmless (including, without limitation, Seller's reasonable attorney fees and costs) from any claim arising out of or relating to (a) damage, injury or claim arising from any fault or neglect of Buyer,

Buyer's employees, agents and licensees, or any person not a party hereto, (b) damage, claim, or liability arising by reason of Buyer's breach of any of its obligations as set forth in the Agreement, or (c) to the extent that Equipment/Instrument are manufactured according to Buyer's specifications and/or drawings, any charge that said Equipment/Instrument infringes any patent or other proprietary right of any other person.

8. DEVIATIONS IN AMOUNT MANUFACTURED: Goods manufactured by Seller to meet Buyer's instructions, specifications or requirements which are not included in Seller's standard line of products are subject to a plus or minus deviation of ten (10) percent in quality and Buyer will accept and pay for such goods at the stated unit price.

9. RETURNED GOODS POLICY. Goods may be returned to Seller only after Buyer has obtained a Return Merchandise Authorization number from Seller. No credit will be given for items returned without a Return Merchandise Authorization number.

10. VALIDITY. If any provision(s) of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

11. GOVERNMENT LAW. This Agreement and attachments thereto and enforcement thereof shall be governed by, and construed in accordance with, the laws of the State of OHIO.

12. ENTIRE AGREEMENT. This Agreement (which collectively consists of the Agreement and any addendums thereto, these Terms and Conditions) constitutes the entire understanding between the parties and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter. Any modification to this Agreement must be in writing and signed by all parties to this Agreement. This Agreement and the Terms and Conditions herein will govern Buyer's order. By signing this Agreement, Buyer expressly agrees to be bound by the terms and conditions hereof. Seller's acceptance of Buyer's order is expressly made conditional of Buyer's assent to the terms of this Agreement. Any acknowledgment, which in any manner differs from or is in addition to the provision(s) of this Agreement, other than approved addendums thereto, shall be of no force or effect.