1. Definitions

"Buyer" means the entity to which Seller is providing Products or Services under the Contract.

"Contract" means either the contract agreement signed by both parties, or the purchase order signed by Buyer and accepted by Seller in writing, for the sale of Products or Services, together with these Terms and Conditions, Seller’s final quotation, the agreed(o) shall be the basis for purposes of Seller, its authorized representative’s agreement in the event of any conflict, the Terms and Conditions shall be precedent over all documents included in the Contract.

"Contract Price" means the agreed price stated in the Contract for the sale of the Products and Services, including adjustments (if any) in line with the provisions of the Contract.

"Hazardous Materials" means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous goods or explosives that are regulated by federal, state, local, or custom authorities.  Notwithstanding the foregoing, "Hazardous Materials" mean only those that are regulated or controlled pursuant to any national, state, provincial, or local law, statute, ordinance, directive, regulation or other legal requirement of the United States ("U.S.") or the country of the Site.

"Indemnified Party" means that a party in interest, makes an ascertainment for the transfer of his, has a receiver or trustee appointed for it or its assets, or file or files against it proceeding under any bankruptcy, insolvency dissolution or liquidation laws.

"Product" means the equipment, parts, materials, supplies, software, and other goods Seller has agreed to supply to Buyer under the Contract.

"Seller" means the entity providing Products or performing Services under the Contract.

"Services" means the services Seller has agreed to perform for Buyer under the Contract.

"Site" means the premises where Products are used or Services are performed, not including Seller’s premises which it performs Services.

"Terms and Conditions" means these "Terms and Conditions for Sale of Products and Services", including any additional addenda to Article 18, together with any modifications or additional provisions specifically stated in Seller’s final quotation or specifically agreed upon by Seller in writing.

2. Payment

2.1 Buyer shall pay for the Products and Services by paying all invoiced amounts in U.S. dollars, without set-off for any payments from Seller. denominated in a currency other than U.S. dollars, and any foreign exchange difference shall not be deducted from the invoiced amounts. If the Contract Price is less than U.S. Two Hundred Fifty Thousand Dollars ($250,000), Seller shall invoice issuance upon shipment of Products and Services are performed. If the Contract Price is U.S. Two Hundred Fifty Thousand Dollars ($250,000) or more, progress payments shall be invoiced and paid in accordance with the shipment schedule within the Contract.

2.2 Seller may request signatures or signature of Seller’s order acknowledgment and continuing such that ninety percent (90%) of the Contract Price for Products delivered in accordance with the shipment schedule and Seller’s invoice for the product is received, with a ten (10) percent of the Contract Price is invoiced per each calendar month thereafter, until all amounts are invoiced per each calendar month.

2.3 If the alleged infringement, (c) failure of Buyer to implement any update provided by Seller that would have prevented the Claim, (d) Buyer’s unauthorized use of Products or Services, or (e) Products or Services made or performed to Buyer’s specifications.

4.1 For products that do not involve export, including shipments from one European Union ("EU") country to another EU country, Seller shall deliver Products to Buyer FCA Seller’s facility or warehouse outside the U.S., title shall not extend or renew the applicable warranty period.  Buyer shall obtain Seller’s agreement on the specifications of any products, structures or equipment to determine whether a conformance exists.

6. Confidentiality

6.1 Buyer may use any information disclosed to Buyer by Seller (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") may be "confidential" or "proprietary", as defined by law.  The Receiving Party agrees that it will promptly notify Seller in writing if the Receiving Party receives or learns of any information as to which the Receiving Party shall not apply any portion of the Confidential Information that (i) it is not received or used in the performance of the Contract, or (ii) if it is not received or used in the performance of the Contract, or (iii) its use is necessary for the performance of the Contract.

7.1 Seller shall defend and indemnify Buyer against any claim by a non-party third party ("Claim") alleging that Products or Services furnished under this Contract infringe a patent in effect in the U.S., an EU member state or the country of the Site or any copyright or trademark registered in the country of the Site, that will provide乙方 (a) Buyers in writing that Buyer is in default under any of the terms of the Contract.  At the time of such written notice, Buyer shall immediately take all necessary steps to cure the alleged violation.

8.1 Payment Security. In the event that Buyer fails to pay all or any portion of the Contract Price to Seller or refuses to pay any portion of the Contract Price, Seller may, at its option, pay the balance of the Contract Price, together with all sums then due to Buyer, to the appropriate government authority as a tax or other assessment related thereto, or as otherwise agreed in writing by the Parties.

9. Warranty

9.1 Seller warrants that Products shall be delivered free from defects in material, manufacture, workmanship and that Seller and Services shall be performed in a competent, diligent manner in accordance with any mutually agreed specifications.

9.2 The warranty for Products shall expire one (1) year from the date of delivery.  For services, the warranty period shall be thirty six (36) months from the date of delivery.

9.3 If Products or Services do not meet the above warranties, Buyer shall promptly notify Seller in writing prior to expiration of the warranty period.  Seller shall (a) allow the repair, or replace defective Products and/or (b) if not, replace defective Services, at Seller’s expense, at Buyer’s site or place of production.  If Buyer fails to provide Seller with the address or credit information to the address at which the replacement Products or Services shall be delivered, Seller shall charge the cost of delivery to Buyer.

9.4 Buyer shall bear the costs of access for Seller’s remedial warranty efforts (including removal and replacement of systems, structures or other equipment of Buyer’s facility), de-install, decommission, re-installation and transportation of defective Products to Seller and back to Buyer.

9.5 The warranties and remedies are conditioned upon (a) proper storage, installation, use, operation, and maintenance of Products, (b) use of Seller’s products, or any other chemical, substance, material or other property that will cause the failure or defect arises, and Buyer, Buyer, or his employer’s employees, as desired, is based on contract, warranty, indemnity, tort, warranty, or other enforceable legal obligation or the United States ("U.").

10.1 This Article 10 does not modulate the rights accorded under any other written, oral, implied or statute, NO IMPLIED OR STATUTORY WARRANTY, OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES.
11. Termination and Suspension

11.1 Buyer may terminate the Contract (or the portion affected) for cause if Seller (i) becomes Insolvent/Bankrupt, or (ii) commits a material breach of the Contract. A material breach of the Contract is, with respect to the specific contractual obligation, proven to (a) Buyer shall be entitled to generate, produce or rework, (ii) improperly handled or disposed of by Buyer or Buyer's employees, agents, contractors or subcontractors, or (iii) b

11.2 Seller shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in Seller's cost caused by any such conditions. If any such conditions cause an increase in Seller's cost of work or personnel at the Site. Buyer shall keep Seller informed of changes in any of the conditions.

13.1 Buyer shall maintain safe working conditions at the Site, including, without limitation, implementing appropriate procedures for identifying, controlling and minimizing exposure to Hazardous Materials, and creating a safe and healthy work environment. Buyer shall comply with all Hazardous Material regulations. Buyer shall not transfer or assign, export, divert or direct Products other than in and to the ultimate country of destination. Buyer shall use Buyer's equipment or the Site in accordance with any applicable laws, regulations and conditions at the Site.

13.2 In Seller's reasonable opinion, the health, safety, or security of personnel of the Site or Seller. Buyer is not to be imperiled by serious risk or threats, the presence of which could prevent Seller from fulfilling its obligations under the Contract. Seller may, in addition to other rights or remedies available to it, evacuate some or all of its personnel from Site, suspend performance of any part of the Contract, and/or remand or perform work. Any such occurrence shall be considered an excusable event. Buyer shall reasonably assist in any such evacuation.

13.4 Operation of Buyer's equipment is the responsibility of Buyer. Buyer shall not require or permit Seller's personnel to operate Buyer's equipment at the Site.

13.5 Buyer will make to Site medical facilities and resources available to Seller personnel who need medical attention.

13.6 Seller has no responsibility or liability for the pre-existing condition of Buyer's equipment or the Site, including any pre-existing contamination. Prior to starting any work at Site, Buyer will provide documentation that identifies the presence and contents of all Hazardous Materials and confirms that Seller may encounter while performing under the Contract. Buyer shall disclose to Seller industrial hygiene and environmental monitoring data regarding conditions that may affect the health and safety of Seller's personnel. [Addendum 305-205-001-101] At Site, Buyer may, in addition to other rights or remedies available to it, evacuate some or all of its personnel from Site, suspend performance of any part of the Contract, and/or remand or perform work. Any such occurrence shall be considered an excusable event. Buyer shall reasonably assist in any such evacuation.

14. Changes

14.1 Each party may at any time propose changes in the schedule or scope of Products or Services. Seller is not obligated to proceed with any change until both parties agree upon such change in writing. The written change documentation will describe the changes in scope and schedule, and the resulting changes in price and other provisions, as agreed.

14.2 If any scope, schedule, or price changes result in an increase in direct costs or additional obligations incurred by Seller resulting from a change, after Seller's proposal date, in Buyer's Site-specific requirements or procedures, or in industry specifications, codes, standards, applicable laws or regulations. However, no adjustment will be made on account of a general change in the manufacturing or regulatory requirements affecting a portion of the work to the extent that such changes do not apply to all such products.

14.3 It shall be acceptable and not considered a change if Seller delivers a Product that bears a different, superseding or new part or version number compared to the part or version number listed in the Contract.