

iAutomation (iA) Standard Terms & Conditions of Sales

Unless otherwise specifically provided by a separate written agreement duly signed by iA, the terms and conditions, and any supplementary terms contained herein, constitute the entire agreement between iA and buyer. Buyer will be deemed to have assented to all such terms and conditions if any part of the described merchandise is accepted. If the buyer finds any term or condition not acceptable, buyer must so notify iA at once in writing. Additional terms or conditions, such as those contained in buyer's order or response hereto shall be deemed objected to by iA and shall be of no effect.

Table of Contents

PRODUCT WARRANTY	2
LIMITATION OF LIABILITY	2
PAYMENT AND CREDIT	3
ORDERS	3
PRICES	3
LICENSED SOFTWARE AND FIRMARE	4
INTELLECTUAL PROPERTY AND CONFIDENTIALITY	4
DELIVERIES	4
PACKAGING	4
RISK OF LOSS AND OWNERSHIP TRANSFER	4
RETURN GOODS	5
CANCELLATIONS AND DELAYS	5
DEFAULTS AND WAIVER	5
INDEMNITY	5
FORCE MAJEURE	5
SUCCESSORS AND ASSIGNS	6
SEVERABILITY	6
GOVERNING LAWS	6



PRODUCT WARRANTY

iA hereby assigns to buyer all the manufacturer's warranties relating to the products sold hereunder. iA extends no warranties of its own and expressly disclaims all warranties, express or implied in law, for all products where iA acted as a reseller.

iA expressly warrants products manufactured by iA to be free from defects in material and workmanship under normal use and service for a period of one (1) year from the date of initial operation or shipment, whichever occurs first. iA will repair or replace, at its option, f.o.b. point of manufacture, any product manufactured by iA that proves to be defective during the warranty period. The express warranty set forth above shall extend only to the original purchaser of a product manufactured by iA and is not transferable. The remedy of repair, or replacement, of a product manufactured by iA shall be the sole and exclusive remedy under this warranty. iA shall not be liable for any special, indirect, incidental, or consequential damages arising out of any defects in a product manufactured by iA or any other product furnished by iA, including without limitation transportation or labor charges to remove or reinstall defective components, lost profits or sales, or injury to person or property. iA will not be responsible for damage from water, chemicals, steam, freezing, voltage variations or electrical service interruptions, abuse, normal wear and tear, or other extraneous causes not within the control of iA.

iA shall not be liable for damages of any kind resulting from errors, omissions, or inconsistencies in the buyer's drawings, plans, or specifications, nor shall iA have any responsibility to ascertain whether such drawings, plans, or specifications are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. iA shall not be responsible for, and the buyer shall indemnify iA against, any claim or suit alleging infringement of any patent, copyright, trademark, or other proprietary right resulting from the manufacture or installation by iA or the possession or operation by the customer of any product which is (a) designed by iA for the buyer or (b) specifically requested by the buyer or required by the buyer's drawings, plans, or specifications.

iA makes no other warranties whatever, express or implied, relating to a product manufactured by iA or to any other product furnished by iA, including without limitation the implied warranties of merchantability and fitness for a particular purpose. It is the buyer's responsibility to ensure that software and/or hardware meets their required specifications and to implement said item(s) into their applications.

LIMITATION OF LIABILITY

Notwithstanding anything to the contrary, iA shall not be liable for any special, incidental, indirect or consequential damages including but not limited to lost profits arising out of the performance, delayed performance or breach of performance of this order regardless of whether such liability be claimed in contract, equity, tort or otherwise. iA's obligation is limited solely to repairing or replacing (at its option and as set forth under PRODUCT WARRANTY), at its approved repair facility, any goods or parts which prove to iA's satisfaction to be defective as a result of defective materials or workmanship, in accordance with iA's stated warranty. In no event shall iA's liability exceed the purchase price of the product that gave rise to such liability.

PAYMENT AND CREDIT

If iA extends credit, invoices shall be due and payable 30 days from the date of invoice unless other terms have been extended by iA. Extensions of credit may be changed or withdrawn at any time. CUSTOM ORDERS MAY REQUIRE AN ADVANCE DEPOSIT AND MILESTONE PAYMENTS, WHICH WILL BE ESTABLISHED AT THE TIME OF QUOTE AND IS PAYABLE UPON ORDER CONFIRMATION.

If paying by credit card, iA reserves the right to add a surcharge up to 3% of the total invoice, where permitted by state law. If iA does not, or ceases to, extend credit, payment terms shall be at iA's option.

Title to all equipment and materials sold or provided by iA to the buyer shall remain vested in iA until the contract price is paid in full. If the buyer defaults in the payment or performance of its obligations to iA or if the buyer's credit, in iA's sole judgment, is impaired at any time, then iA shall have the right to suspend work, to withhold or delay shipments, and to recall and repossess goods until all outstanding defaults are cured and the buyer's credit is restored.

All indebtedness outstanding after due date shall bear interest at the annual rate of 18% (accrued monthly) unless this rate exceeds the highest permissible by law, in which case the highest legal rate shall apply. Credits will be applied to account balances or held on account for one year. Should no activity occur during this twelve-month period, balance may be refunded upon request.

ORDERS

All orders are subject to acceptance by iA. Notwithstanding acceptance or confirmation thereof, all orders and all quotations are subject to approval by iA of buyer's credit. Custom, modified, or special-order items are nonreturnable, and are not subject to cancellation or return for credit.

PRICES

Prices for products shall be the then current prices for such products in effect at the time of iA's acceptance of an order or in accordance with an authorized and valid iA quotation.

Prices are exclusive of all charges or levies of any nature including all federal, state, municipal or other governmental excise, sales use, occupational or like taxes now in force or enacted in the future and, therefore, are subject to an increase in amount equal to any tax Seller may be required to collect or pay upon the sale or delivery of products purchased. If a certificate of exemption or similar document is required in order to exempt the sale from sales tax liability, buyer will obtain and furnish evidence of such exemption at time of placement of order.

Prices are exclusive of all incoming and outgoing freight charges. Freight charges are processed on a pre-pay and add basis, or freight collect basis, independent of prices for products.

All prices are subject to adjustment on account of changes in specifications, scope of work, quantities, shipment arrangements, documented price increases (or surcharges) in the supply chain, and the like or the inclusion of terms and conditions which had not been part of any valid quotation issued by Seller. Seller may adjust prices on any Manufactured Solution Group (MSG) order for increased labor rates on a semi-annual basis from PO date.

Minimum billing on any order shall be \$50.00.

LICENSED SOFTWARE AND FIRMWARE

Software or firmware products may be subject to buyers' acceptance of separate license agreements, with no rights to use, sublicense, disclose, disassemble, decompile, reverse engineer, or otherwise modify the software or firmware except as may be expressly permitted by those licenses.

INTELLECTUAL PROPERTY AND CONFIDENTIALITY

The buyer agrees not to use or disclose drawings, specifications, technical information, or other data furnished by iA without the prior written consent of iA. The buyer agrees and acknowledges that any improvement or modification to such confidential or proprietary data shall be the sole property of iA. The buyer further agrees to use all appropriate copyright and proprietary notices on all goods delivered hereunder regardless of their intended use. The buyer recognizes that such proprietary data is unique and consents to the remedy of injunction in addition to damages for violation of the terms of this provision.

DELIVERIES

Delivery quotations are based upon best information at the time of quotation. iA shall not be held liable for delays in shipping due to causes beyond our control or the control of our suppliers.

In certain circumstances iA may agree to carry inventory for a buyer. Any inventory for a buyer must be secured by a purchase order from the buyer or an iA Letter of Commitment whose terms are supplementary to this this document, and which governs the specific terms that apply to all inventory explicitly declared therein.

PACKAGING

Packaging for shipment is included in the Freight charge. Reasonable care is exercised in packaging goods for shipment and no responsibility is assumed by iA for delay, breakage, or damage after having made delivery to the carrier. All claims for breakage or damage shall be made to the carrier. However, iA will render reasonable assistance in securing satisfactory adjustment of such claims.

RISK OF LOSS AND OWNERSHIP TRANSFER

Unless otherwise set forth in the proposal, the equipment shall be shipped EX-WORKS with risk of loss passing to buyer upon delivery of the equipment to the carrier. Method and route of transportation to be determined by iA unless otherwise specified. Buyer to pay local transfer, unloading, and cartage at destination. Buyer will be responsible for filing any damage claims with the carrier as might be required. Ownership of and the title to the equipment is transferred to the buyer once iA has received full purchase price in immediately available funds for such equipment and has received reimbursement for all duties and taxes paid on behalf of the buyer.

RETURN GOODS

No returns for credit will be allowed without iA's prior written permission. A request for a return must be submitted to iA within 30 days from receipt of products. Only unused active items in current demand will be considered for return for credit. Credit will be based upon prices in effect at the time of the return or the time of invoicing, whichever is lower, subject to deduction for handling, re-inspection and any additional expense incurred in restoring goods to a salable condition, as determined by our inspection. Buyer shall prepay all shipping charges for returned material. Custom, modified, or special-order items are nonreturnable. Any vendor restocking charges associated with the return of goods will be the responsibility of the Buyer at the time of return. iA's minimum restocking fee is 20% for all items returned.

CANCELLATIONS AND DELAYS

Cancelled orders are subject to a reasonable cancellation charge to recover materials purchased and time spent procuring and building products, however, orders for special or custom products are not subject to cancellation. If buyer delays equipment delivery for any reason (including but not limited to late materials supplied by buyer, changes to the scope of work, customer specified product that is unavailable without replacement options, etc.), buyer will have to inform iA of this situation immediately. iA, in its turn, will have the right to invoice the buyer for work completed and either ship the product incomplete or store the equipment in its own facilities and will bill buyer the appropriate handling and storage fees. Where applicable iA will work with buyer to help identify other alternatives for the buyer to approve the substitute components / solutions.

DEFAULTS AND WAIVER

No course of conduct nor any delay of iA in exercising any rights thereunder shall waive any rights of iA or modify these terms and conditions as they affect the Buyer.

INDEMNITY

The buyer hereby indemnifies iA against, and holds it harmless from, all claims, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) incurred by iA which arise out of or result from the negligence or intentional misconduct of the buyer or its employees, agents, or independent contractors or subcontractors or from the failure of the buyer to perform its obligations to iA. The buyer agrees to be responsible for and to pay all reasonable attorneys' fees incurred by iA in enforcing its rights against the buyer hereunder and all court costs and expenses associated there with.

FORCE MAJEURE

iA shall not be liable for any damages suffered by the buyer resulting from delay in the performance of orders or contracts or in the delivery or shipment of goods, if such delay is directly or indirectly caused by (a) the act or neglect of the buyer or its employees, agents, or independent contractors, (b) changes ordered in the work to be performed by iA for the Buyer, or (c) labor disputes, fire, casualty, unusual delays in deliveries, pandemic, civil unrest, acts of God, governmental interference or embargoes, shortage of labor, fuel, power, materials, or supplies, or any other causes beyond iA's control. In the event of any such delay, iA shall not be deemed to be in default in its obligations to the buyer and the time for performance by iA shall be reasonably extended.

SUCCESSORS AND ASSIGNS

All agreements between iA and the buyer shall be binding upon and inure to the benefit of their respective successors and assigns except as where otherwise prohibited.

SEVERABILITY

If any of the terms in this document shall be held invalid, illegal, or unenforceable in any respect, the validity of the remaining terms contained herein shall not be affected, prejudiced, or disturbed in any way and this document shall be construed and enforced as if such invalid term had not been inserted herein.

GOVERNING LAWS

This agreement shall be construed to be between merchants. The laws of the Commonwealth of Massachusetts shall govern any questions concerning its validity, construction, or performance without reference to its conflict of laws provisions.

-----END-----