

- 1. OFFER/COUNTEROFFER.** These terms and conditions ("Terms") apply to the sale and/or provision of all products manufactured and any related services (collectively, the "Products") sold by CentroMotion its subsidiaries, affiliates, and representatives (collectively "Seller"). Buyer has read, understands and agrees to the prices and other conditions in the Terms and attached/referenced documents and Seller objects to any additional terms or conditions. Issuance of a purchase order and/or contract to purchase Products will be acceptance of the Terms with or without signature. Any language, terms or conditions contained in a purchase order and/or contract that is contrary to those herein will be null and void as this is the complete and exclusive contract between Buyer and Seller with respect to the Products. Shipment of any Product or performance pursuant to a purchase order and/or contract will be unaffected by language contrary in any purchase order or contract. Any and all modifications to this order must be in writing and signed by the Seller. Seller's failure to object to any provisions or terms from Buyer will not be a waiver or amendment of any of the Terms.
- 2. PRODUCT DEFINITIONS.** When used in the Terms, (a) "Products" includes Standard Products and Special Products, (b) "Standard Products" includes all standard products which are generally available for purchase from Seller; and (c) "Special Products" includes all modified Standard Products and custom-made products.
- 3. ORDERS.** All orders are subject to acceptance by Seller. Each accepted order will constitute a separate legally binding contract between Seller and Buyer. Seller's acceptance of an order will be indicated by (a) written confirmation, (b) fulfillment and shipment of the order, or (c) commencement of any work or procurement of any materials to supply the order. Seller reserves the right to increase a quoted fee in the event that the Buyer requests a variation on the Products agreed. If Buyer does not take delivery of a confirmed order for Products within thirty (30) days of the scheduled delivery date, Seller will have the right to increase the purchase price provided Seller gives Buyer reasonable notice of the proposed price increase.
- 4. QUOTATIONS.** Seller quotations are valid for thirty (30) days, unless otherwise stated in the quotation, and may be withdrawn by Seller at any time and for any reason.
- 5. PRICES, TAXES AND FEES.** Unless otherwise set forth in a quotation or agreed to by Seller in writing, all prices for Products ("Prices") are subject to change without notice and all orders will be invoiced at the Prices in effect on the dates the orders were accepted by Seller. Prices do not include sales, use, excise, value-added (VAT) or similar taxes, shipping, insurance while in transit, customs duties, import/export fees, tariffs or any other fees related to the sale, use and/or delivery of Products (collectively, "Taxes and Fees"). Payment of Taxes and Fees is the sole responsibility of Buyer. The quantities set forth in a quotation may affect Prices. Seller reserves the right to adjust Prices if Buyer changes the quantities proposed in a quotation.
- 6. DELIVERY.** Unless otherwise set forth in a quotation or agreed to by Seller in writing, all Products will be delivered EX-WORKS (EXW) Seller's facility (INCOTERMS 2010). Seller will make every reasonable effort to fill orders within the stated shipment schedule, but stated delivery dates are approximate only, time is not of the essence, and Seller reserves the right to readjust shipment schedules without liability to Buyer or any third party. If shipment for Special Products is delayed or suspended by Buyer without the prior written consent of Seller, payments will become due from the date on which Seller was prepared to make delivery and storage will be at Buyer's sole risk and expense. Seller will in no event be held liable for delays occasioned by labor disputes, material shortages, acts of God, epidemics, pandemics, fires, floods, severe storms, delays in transportation, lack of product capacity, breakdowns in essential machinery or equipment, or any other event or circumstances beyond its exclusive control. IN THE EVENT OF A DELAY OR FAILURE OF PERFORMANCE NOT EXCUSABLE UNDER THE FOREGOING, SELLER'S LIABILITY WILL NOT EXCEED THAT PORTION OF THE INVOICE PRICE REPRESENTED BY THE QUANTITY OR MATERIAL DELAYED OR NOT SHIPPED. Buyer's failure to pick-up or accept orders may be subject to storage fees as determined in Seller's sole discretion.
- 7. CREDIT AND PAYMENTS.** All payments will be made in the currency and time period noted on the applicable invoice, or if not noted, within thirty (30) days of the invoice date. Seller reserves the right to withdraw credit at any time and for any reason. Buyer will have no right to set off for any amounts due or allegedly due from Seller and/or its affiliates to Buyer and/or its affiliates.
- 8. OVERDUE ACCOUNTS.** Timely payment for all invoices is of the essence. To be timely, payment must be actually received by Seller within terms; by way of example only, but without limitation, mailing or initiating ACH payment on the last day of the payment term is not timely. Seller reserves the right to charge Buyer a late penalty of 2% per month applied against overdue amounts, or the maximum rate permitted by law. If Buyer fails to make payment in accordance with the applicable payment terms, Seller may, without any liability to Buyer, at its option, (a) defer shipments until payment is made in full, (b) cancel all or any part of the unshipped order, and/or (c) setoff and deduct from any credit balance owed to Buyer and/or its affiliates, the amount owed from Buyer. Buyer will be liable for all costs of collection for unpaid balances including but not limited to reasonable attorney fees and court costs. Unloading of all goods is the sole responsibility of the Buyer.
- 9. NON-WARRANTY PRODUCT RETURNS.** Special Products and discontinued Standard Products are non-returnable.
- 10. TITLE AND RISK OF LOSS.** Unless otherwise set forth in a quotation or agreed to by Seller in writing, title to and risk of loss for each shipment will pass from Seller to Buyer upon Seller's tender of the shipment to the initial carrier. Loss or damage that occurs during shipping will be Buyer's sole responsibility. Where permitted by law, in the event that Buyer does not make payment in full, Seller reserves the right to reclaim all Products for which payment has not been received. Seller has the right to file one or more UCC financing statements, and any amendments thereto, with respect to the Products, in such jurisdictions as the Seller deems appropriate. Buyer will execute and deliver any documents reasonably requested by the Seller to perfect and maintain the security interest granted herein.
- 11. CANCELLED ORDERS.** Seller reserves the right to cancel any order at any time if Buyer becomes insolvent or in breach of these Terms. Orders which have been accepted by Seller are non-cancellable by Buyer. In the event that Seller cancels any order for Products due to Buyer's insolvency or breach of these Terms, then Buyer shall be liable for the payment of a cancellation charge. Such cancellation charge will equal all costs and expenses incurred by Seller in its performance under such order up to the date of cancellation, plus Seller's anticipated profit margin.
- 12. SPECIFICATIONS.** All weights, measurements, drawings, capacities and other specifications of Products provided by Seller ("Seller Specifications"), whether contained in photographs, schematics, catalogs, or otherwise, are only approximate and are provided solely for reference. Seller Specifications are not part of these Terms and deviations from or subsequent changes to any Seller Specifications do not constitute a breach of these Terms. Buyer represents and warrants that any drawing, design, instruction or specifications given to Seller by or on its behalf ("Buyer Specifications") will not infringe on any intellectual property rights of any third party. Buyer will be responsible for ensuring the accuracy of all Buyer Specifications. If requested by Seller, the design and specifications for Special Products must be approved in writing by Buyer prior to Seller procuring materials for and/or beginning the manufacture of such Special Products.
- 13. CHANGE ORDERS.** In the event that Buyer requests changes to the Specifications ("Change Order") of any Products after Seller has accepted the order, such changes will become part of the order only upon Seller's acceptance of the Change Order. If any Change Order causes an increase in the cost of and/or in the time required for Seller's performance under the Change Order, and/or if the Change Order results in rework or obsolescence charges, Buyer agrees to (a) compensate Seller for all costs incurred in connection with the Change Order, (b) extend delivery dates as requested by Seller, and (c) adjust Prices to maintain Seller's anticipated profit margin.
- 14. INTELLECTUAL PROPERTY RIGHTS.** All rights, title, and interests in the intellectual property (including, without limitation, all patents, copyrights, trade secrets, and trademarks) and written materials developed, designed or generated by Seller in the supply of Products, belong solely and exclusively to Seller. Buyer and/or Buyer's customers are only granted a limited, revocable license to use such intellectual property and written materials solely to facilitate their sale and/or use of the Products, as applicable. Buyer will not, and will not permit others to alter, adapt, translate, decompile, disassemble, copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to work around or discover any part of the software or firmware within the Product.
- 15. CORRECTIONS.** Seller reserves the right to cancel orders arising from pricing, typographical, and/or other errors in any offer, price list, catalog, web page or quotation.
- 16. PRODUCT IMPROVEMENTS.** Seller reserves the right to make changes in design and improvements to Products without liability to install such improvements in any Products manufactured prior to the date of such improvements.
- 17. GOVERNMENT CONTRACTS.** If Buyer sells Products to any government, or to a government prime contractor or subcontractor, Buyer will be solely and exclusively liable for compliance with all government acquisition statutes and regulations.
- 18. LEGAL COMPLIANCE.** Buyer will comply with all applicable laws and regulations that may be in effect during Buyer's purchase, sale and/or use, as applicable, of Products, including without limitation, all restrictions on the sale or other transfer of Products to prohibited parties, countries, end-users, or for a prohibited end-use. In addition, Buyer will not directly or indirectly make any offer or promise to improperly influence any agent, government official, political party or candidate for office in order to obtain or retain business or gain inappropriate advantage.
- 19. GOVERNING LAW.** These Terms and any claim, dispute or controversy arising from or relating to Buyer's purchase and/or use of Products ("Dispute"), will be governed by and construed in accordance with the laws of Wisconsin (United States), without regard to conflict-of-laws principles. The United Nations Convention on Contracts for the International Sale of Goods will not be applicable.
- 20. JURISDICTION.** Buyer hereby agrees that any all disputes arising under this Order will be subject to adjudication only in the state courts of Waukesha County, Wisconsin or the Eastern United States District Court in Milwaukee, Wisconsin and Buyer hereby consents to the exclusive jurisdiction of those courts. Seller will be entitled to attorneys' fees in the event it is the prevailing party in any dispute related to these Terms. If any provision is declared invalid by a court of competent jurisdiction all other provisions will remain in full force and effect.
- 21. LIMITED WARRANTY; EXCLUSIVE REMEDY.** Seller's standard limited warranty is as follows: Seller warrants that its products will be free from defects in design, materials and workmanship for a period of one year from the date of delivery to Buyer. All claims for breach of warranty must be made within thirty (30) days after the defect is or can, with reasonable care, be detected. In order to be entitled to the benefits of this warranty, the products must have been properly installed, maintained, operated within their rated capacities, and not otherwise abused. This warranty is Seller's exclusive express warranty. SELLER EXPRESSLY DISCLAIMS ANY OTHER EXPRESS WARRANTIES INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Nonstandard Seller warranties, if any, must be specified by Seller in writing. In the event of any defects covered by this limited warranty, Seller will remedy such defects by repairing or replacing any defective equipment or parts, bearing all of the costs for parts, labor and transportation. This will be the exclusive remedy for all claims whether based on contract negligence or strict liability. Seller warranties are not transferable beyond the first using Buyer and is limited to new Products sold through Seller-authorized representatives and channels. All Products that are repaired or replaced will be warranted only for the unexpired portion of the original warranty period.
- 22. EXCLUSIONS.** This warranty does not cover (a) any failures which are not attributable to defects in materials or workmanship, including without limitation, failures caused by accidents, inadequate maintenance, misuse, unauthorized modifications or repairs, improper storage, and normal wear and tear, or (b) any consumable parts or accessories that are designed to wear over time or through use of the Product.
- 23. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY (I) IN NO EVENT WILL SELLER BE LIABLE FOR ANY INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, SPECIAL DAMAGES, INDIRECT DAMAGES, PUNITIVE DAMAGES, LOSS OF PROFITS, LOSS OF REVENUES, OR LOSS OF USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) UNDER NO CIRCUMSTANCES WILL SELLER (INCLUDING ITS SUBSIDIARIES & AFFILIATES) OR ANY OF ITS EMPLOYEES, DIRECTORS, OFFICERS OR AGENTS BE LIABLE FOR OR INDEMNIFY ANY PERSON, COMPANY OR PARTY (COLLECTIVELY THE "INDEMNIFIED PARTY") FOR DAMAGES OF ANY KIND TO THE EXTENT ARISING OUT OF THE NEGLIGENCE, FAULT OR MISCONDUCT OF THAT INDEMNIFIED PARTY. SELLER'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO ANY ORDER IS LIMITED TO THE REPAIR OR REPLACEMENT OF GOODS WITHOUT COST TO BUYER, OF DEFECTIVE MATERIALS, OR THE REPAYMENT OF THE PURCHASE PRICE UPON RETURN OF MATERIALS, OR THE GRANTING OF A REASONABLE ALLOWANCE ON ACCOUNT OF ANY DEFECTS, AS SELLER MAY SOLELY ELECT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS OF WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), BY OPERATION OF LAW, OR OTHERWISE. Seller will have the right, at all times hereafter, to inspect the materials and otherwise investigate Buyer's claims.
- 24. CONFIDENTIAL INFORMATION.** Buyer and Seller may have access to, acquire, or become acquainted with confidential and proprietary information relating to the other party's business, including without limitation, financial information, market information, business projections, business methods, algorithms, trade secrets, technology, contacts, etc. that is not generally known to the public (the 'confidential or proprietary information'). Each party will hold in strictest confidence and will not (other than as required in the performance of the party's duties or specifically allowed in writing) disclose or use, either directly or indirectly, any confidential or proprietary information, either during the term of the Agreement, or any time thereafter. Notwithstanding anything to the contrary, 'confidential or proprietary information' will not include any information: (a) which is, at the time of disclosure, known to the recipient without violation of this Agreement or is generally available to the public; (b) which becomes at a later date, known to the recipient or generally available to the public through no act or omission of the recipient, and then only after such later date; or (c) to the extent which may be required by process of law to be disclosed by the recipient, but only upon prior written notice to the disclosing party of no less than ten (10) days, if notice is permitted, so that the disclosing party may obtain a protective order or other equitable relief. Seller will continue to own all of its intellectual property rights related to its products and services made under these Terms.
- 25. WARRANTY RETURNS.** No Products may be returned without prior authorization from Seller or a Seller Authorized Service Center. Buyer will prepay all shipping charges for the return of Products to Seller's designated service location.
- 26. INDEMNITY.** Buyer represents and warrants that it will indemnify, defend and hold harmless Seller and its affiliates against any and all damages, expenses (including reasonable attorneys' fees), losses, suits, claims, demands and liabilities arising out of any breach of these Terms by Buyer and/or any act, omission, misrepresentation, or negligence of Buyer, and/or its affiliates and agents, including infringement of third-party intellectual property rights, relating to the sale and/or use of any Products, including without limitation, any use of the Products that is contrary to their operating instructions and/or the purpose for which they were designed.
- 27. ASSIGNMENT.** Seller may assign or delegate its rights and obligations, in whole or in part, under these Terms and any order to any Seller affiliate or subsidiary.
- 28. TRADEMARKS.** Neither party will use the name of the other on any publicity releases without securing the prior written approval of the other. Neither party acquires any right, title or interest in any of the trademarks or trade names of the other by virtue of these Terms. Neither party will use or refer to the other's trademarks or tradenames.
- 29. MOQ.** Buyer acknowledges and agrees that it will adhere to all Seller policies regarding Minimum Order Quantities.
- 30. EXPORT.** Buyer will be responsible for complying with any applicable laws and regulations governing the importation of the Products.
- 31. ENTIRE AGREEMENT.** These Terms, together with any quotation or written schedule of exceptions to these Terms that is signed by an authorized representative of Seller, whether physically attached or incorporated by reference, constitute the entire agreement between Seller and Buyer with respect to Seller's supply of Products. Seller reserves the right to update these Terms at any time; however, Buyer's rights and obligations will be as provided in the version of these Terms provided to or made available to Buyer at the time of Seller's acceptance of Buyer's order for Products. Translated versions of these Terms may be available for Buyer's reference, however, in the event of a conflict in the interpretation of these Terms, the English language version of these Terms will control. If any part of these Terms is for any reason found to be unenforceable, all other provisions of these Terms will remain in full force and effect.