



**CP-0840-02 Terms & Conditions for Sale of Goods
for
Axxeum, Inc.**

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Terms & Conditions for Sale of Goods

Standard:	Corporate Policy	Effective:	9/2/2021
Status:	Approved	Revision:	0
Approved by:	Management	Pages:	1 of 3
File:	CP-0840-02 Terms & Conditions for Sale of Goods Rev0	Proprietary	

Buyer may purchase goods (the "Goods") from Seller on an as-needed basis. The purchase of such Goods shall be subject to the price, quantities, and specifications set forth in the Purchase Order (the "Purchase Order") for such Goods. These conditions of sale (the "Conditions") are an integral part and are incorporated into all Purchase Orders, offers and agreements for the sale of Goods by Seller. Amendment of the Conditions is only valid if confirmed in writing by Seller. Any condition specified by the Buyer in its order, or otherwise, is rejected and will only have effect if accepted by Seller in writing. Seller will confirm the Buyer's orders by an order acknowledgment. An agreement for sale of Goods will be concluded only upon the issuance of such an order acknowledgment ("Acknowledgment") or a signed agreement.

CLAUSE NO.	TITLE / INFO.
G	<p>General</p> <p>The Goods shall meet the agreed specifications. If no specifications are agreed, the Goods shall meet the general specifications of Seller at the time of delivery. Statements presented in product information, handbooks, web sites, price lists or other information regarding the Goods will only be binding on Seller if expressly referred to in an Offer, Acknowledgment or Agreement.</p>
1.	<p>Delivery Time</p> <p>The agreed delivery date of the Goods shall mean the dispatched date from Seller, irrespective of Incoterm agreed. Seller is entitled to divide the delivery into separate lots. If no delivery time is agreed, delivery shall be made according to Seller's capacity planning. Delivery will be made Ex Works Seller (Incoterms 2010) unless otherwise agreed. Risk of loss and damage to the Goods shall pass to Buyer upon such Delivery ("Risk Transfer Date").</p>
1.2	<p>Delay in Delivery</p> <p>Should the delivery be delayed, the Buyer's sole remedy is to cancel the purchase of the Goods, provided that the Goods must be delayed more than eight weeks. Cancellation shall be in writing. Seller has a restocking fee of 30% on all purchases.</p> <p>Note: Seller shall not be liable for any direct or indirect damage or consequences attributable to any delay in delivery of any Goods, except in the event of Seller's gross negligence.</p>
2.	<p>Buyer Notice</p> <p>In the event of any defects or shortages in the Goods delivered for which Seller is liable, the Buyer shall give notice to Seller in writing within (i) one week of the Goods arriving at their named point of destination under the Incoterm agreed (the "Destination") or (ii) within two weeks from the day the Buyer noticed any defect or shortage which was not reasonably possible to detect upon arrival of the Goods at the Destination. If notification is made after the dates stated above or more than one year after the Risk Transfer Date, Seller is not obliged (liable) to perform any remedy or pay any reduction in price related to defects or shortages in the Goods. Warranty claim submitted by Buyer shall be reviewed by Seller to ensure eligibility. If eligible Seller will issue a Return Material Authorization (RMA) number to the Buyer.</p>
2.1	<p>Terms of Warranty</p> <p>Seller warrants that the Goods you have purchased are free from defects in materials and workmanship under normal use during the warranty period. The warranty period of one year begins on the Risk Transfer Date. The warranty extends only to the original purchaser. It is not transferable to anyone who subsequently purchases the Goods from you.</p> <p>The term "Goods" means a Seller manufactured item or Original Equipment Manufacturer (OEM) or Commercial Off The Shelf (COTS) item, its features, conversions, upgrades, elements, or accessories, or any combination of them.</p>

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	<p>EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED.</p>
2.2	<p>Warranty Exclusions</p> <ul style="list-style-type: none"> ➤ Expendable parts such as tubing, filters, and hardware; ➤ Routine cleaning or normal cosmetic and mechanical wear; ➤ Damage as a result of an act of God; ➤ Damage from accident, misuse, abuse, or neglect; ➤ Damage from use of fluids causing damage; ➤ Damage from use outside the product's usage or storage parameters; ➤ Damage from modification in order to incorporation into other products; ➤ Damage from repair or replacement of warranted parts by a service provider other than Seller; or ➤ Damage from failure to perform preventative maintenance (as applicable).
2.3	<p>Remedy</p> <p>In the event of any defects in the Goods for which Seller is liable under these Conditions, Seller shall at its own expense, and at its sole discretion, will repair or replace defective Goods with new Goods or, at the option of seller, serviceable used Goods that are equivalent or superior to new Goods in performance. In the event of a shortage, Seller shall deliver the missing quantities. Delivery of new or missing Goods shall be made within the reasonable time it will take Seller to produce new Goods (if needed) and transport it to the Destination. Defective Goods shall be handed over to Seller at the Destination at the same time as any new Goods are delivered. Seller must be given a reasonable opportunity to investigate and address any defects or shortages in the Goods. Note: Apart from the remedies and compensation expressly set out above, the Buyer is not entitled to any compensation or remedies with respect to any defect or shortage in the Goods, except in the event of Seller's gross negligence.</p>
3.	<p>Force Majeure</p> <p>Neither party shall be liable for delay in performing or failure to perform its obligations if the delay or failure results from any cause outside its reasonable control including war, terrorism, fire, explosion, flooding or other extreme weather, major machine break down, shortage of materials, pandemics, strikes, lockouts and other labor disputes, trade disputes, or refusals to grant licenses ("Force Majeure"). Delay or failure by a party to perform its obligations due to Force Majeure shall not constitute a breach of contract with the effect that the affected party is relieved from liability and any other contractual remedy for breach of contract during the time the Force Majeure persists. The time for performance shall be extended by a period equivalent to the time the Force Majeure persists. If Force Majeure persists for more than three months, either party shall be entitled to terminate the Agreement in respect of Goods not yet delivered to the Buyer. In the event of such a termination, neither party will be entitled to any compensation, except that any prepayment for Goods not delivered shall be refunded to the Buyer and any Goods in transit not delivered shall be reverted to Seller.</p>
4.	<p>Retention of Title and Security Interest</p> <p>(i) Seller holds title to the Goods delivered until the Buyer has made full payment for the Goods, and (ii) the Buyer has made full payment of all other monies due from the Buyer to Seller. To secure payment, Buyer hereby grants Seller a security interest in the Goods and any and all proceeds, accounts, contract rights, bond rights, lien rights, instruments, and general intangibles of Buyer, and all other rights of Buyer to the payment of money, arising from any sale or other disposition of the Goods or a portion of the Goods. Buyer authorizes Seller to file financing statements or other documentation covering the Goods as Seller shall deem necessary or desirable to protect its interest in the Goods.</p>
5.	<p>Payments, Taxes, and Overdue Interests</p> <p>Prices do not include any present or future federal, state, local or value-added taxes based upon or measured by the sale, use, manufacture, or shipment of the Goods covered hereby. All such taxes shall be for Buyer's account, and, if paid by Seller, the Buyer agrees to reimburse Seller on demand the full amount thereof, plus</p>

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	<p>overdue interest as stated below in respect of Seller's payment thereof. If the Buyer has not made payment in accordance with the Agreement, the Buyer shall pay interest on the amount outstanding at the Prime Rate (as published by the Wall Street Journal), plus 6 percent from the due date to the payment date. In addition, Buyer shall pay all collection costs and expenses, including reasonable attorneys' fees, incurred by Seller in collecting or attempting to collect any past due account. If Buyer fails to make payment in accordance with the terms hereof, Seller may, at its option, in addition to any other remedies, cancel any unshipped portion of an order. Buyer shall remain liable for all unpaid amounts.</p>
6.	<p>Entire Agreement These Conditions, the Acknowledgment with its enclosures and any amendments agreed in writing constitutes the entire agreement between the parties (the "Agreement"). The Agreement will supersede all previous and contemporaneous negotiations, commitments, and understandings between the parties, whether written or oral, with respect to the Goods covered by the Agreement.</p>
7.	<p>Governing Law The Agreement shall be governed by and construed exclusively in accordance with the laws of the State of Alabama, U.S.A., exclusive of conflicts of laws rules and any rule that would require the application of the United Nations Convention on the International Sale of Goods (CISG), which shall not apply to the Agreement.</p>
8.	<p>Disputes Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination, or invalidity thereof, shall be settled by arbitration pursuant to the rules of the American Arbitration Association (the "AAA"). The location of the arbitration shall be Huntsville, Alabama and the language of the arbitration shall be English. Notwithstanding the arbitration clause set out above, Seller shall in its sole discretion for the purpose of collecting debts of the Buyer, be entitled to submit any claim against the Buyer in the courts and execution authorities of the Buyers country of domicile or country where the Goods are located. In such a case the governing law will be the law of the country where the claim is filed.</p>
9.	<p>General limitation of Liability Under no circumstances shall Seller or Buyer be liable for any special indirect, incidental, or consequential damages including, but not limited to, loss of profit, loss of production, discarded production, demurrage charges, lost sales, or claims from the Buyer's customer. This limitation, however, does not apply in the event of gross negligence or willful misconduct of either party. Seller shall have no liability for any claim whatsoever when notification is made more than one year after the Risk Transfer Date.</p>
10.	<p>Resale of Goods Prohibited Buyer agrees that it is not an authorized distributor or seller of the Goods, and that Buyer shall not sell (or offer to sell) the Goods to any third party, unless agreed in writing and sales tax resale certificate is provided to Seller.</p>
11.	<p>Assignment Buyer may not assign the Agreement without Seller's written consent.</p>

EXECUTED this ___ day of _____, _____

Buyer:

By: _____

By: _____

Its: _____

Its: _____

#End-of-document