



## Tech Manufacturing, LLC Terms and Conditions of Sale

All sales by Tech Manufacturing, LLC (Seller) are expressly made conditional on Buyer's assent to the following terms and conditions. Unless otherwise agreed in writing signed by Buyer and Seller, these terms and conditions shall prevail insofar as the same may in any way conflict with the terms and conditions set forth in Buyer's order form, if any.

### SHIPMENT AND DELIVERY

Unless otherwise agreed in a writing signed by Buyer and Seller, delivery of goods to a carrier at Seller's plant shall constitute delivery to Buyer; and, regardless of freight payment, title and all risk of loss or damage in transit shall pass to Buyer at that time. Seller shall not be liable for delays in delivery or in performance or failure to manufacture or deliver due to (1) causes beyond its reasonable control, or (2) acts of God, acts of Buyer, acts of civil or military authority, fires, strikes, or other labor disturbances, floods, epidemics, war, riot, delays in transportation or car shortages, or (3) liability on account of causes beyond its reasonable control to obtain necessary labor, material, components or manufacturing facilities. In the event of any such delay, the date of delivery or performance shall be extended to a period equal to the time lost by reason of the delay.

### PAYMENTS

Applicable terms of payment are stated in Seller's written quotation or bid. Absent such quotation or bid, payment terms are net thirty (30) days. A service charge equal to 1-1/2% per month will apply on all past-due balances. If delivery is delayed by Buyer, payment shall be due in full on the date when Seller is prepared to make delivery and the goods may be stored at the risk and expense of Buyer.

If the financial condition of Buyer at any time does not, in the judgement of Seller, justify continuance of the work to be performed by Seller hereunder on the terms of payment agreed upon, Seller may require full or partial payment in advance or shall be entitled to cancel any order then outstanding, and Seller shall receive reimbursement from Buyer for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of Buyer, or in the event any proceeding is brought against Buyer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, Seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate, and Seller shall receive reimbursement for its reasonable and proper cancellation charges. Buyer shall be liable for all costs and expenses incurred by Seller in connection with collection of amounts due and representation in any bankruptcy or insolvency proceeding of Buyer, including, without limitation, reasonable attorneys' fees and expenses. The rights of Seller under this Section (Payments) are cumulative and in addition to all rights and remedies available to Seller.

To secure payment of amounts due Seller, Seller retains and Buyer hereby grants to Seller, a purchase money security interest in all goods sold to Buyer. Buyer authorizes Seller to file all financing statements and amendments thereto deemed necessary by Seller under applicable law to perfect and continue perfected such security interest and agrees to execute other documents and instruments necessary to protect Seller's right in and to said goods.

### TAXES AND OTHER CHARGES

Any manufacture's tax, retailer's occupation tax, use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or other tax, fee or charge of any nature whatsoever, imposed by any governmental authority on or measured by any transaction between Seller and Buyer, shall be paid by Buyer in addition to the prices quoted or invoiced. In the event Seller shall be required to pay any such tax, fee or charge, Buyer shall reimburse Seller therefor; or, in lieu of such payment, Buyer shall provide Seller at the time the order is submitted with an exemption certificate or other document acceptable to the authority imposing the same. Purchase orders must state the existence and amount of any such tax, fee or charge which it shall be Seller's responsibility to collect from Buyer and pay.

### WARRANTY

Seller warrants to Buyer that goods manufactured by Seller will, when delivered, conform to the written specifications set forth in Seller's quotation or bid and be free from defects in materials and workmanship. If Buyer discovers an item was not as warranted and promptly notifies Seller in writing, Seller shall, at Seller's option, repair or replace the items or refund its purchase price (including transportation costs).



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This warranty shall not apply (a) to goods which shall have been repaired or altered by persons other than Seller's personnel, or (b) to goods which shall have been subjected to negligence, accident, or damage by circumstances beyond Seller's control, or to improper installation, operation, maintenance or storage, or to other than ordinary use or service. With respect to goods sold but not manufactured by Seller, the warranty obligations of Seller shall in all respects conform and be limited to the warranty actually extended to Seller by its supplier. **This warranty does not cover reimbursement for labor, removal, installation, other expenses, or, except as specifically provided herein, transportation, which may be incurred in connection with repair or replacement.**

In the event of replacement, Seller shall replace any defective good at the original point of delivery. Seller shall furnish Buyer with instructions for the disposition of defective goods and any transportation charges involved in such disposition shall be for Seller's account.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES (EXCEPT WARRANTY OF TITLE), INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NOTWITHSTANDING THE PROVISIONS OF ANY APPLICABLE STATUTE OR LAW, THE FOREGOING SHALL CONSTITUTE THE EXCLUSIVE REMEDIES OF BUYER AND THE EXCLUSIVE LIABILITY OF SELLER WITH RESPECT TO A BREACH OF WARRANTY.

### **LIMITATION OF LIABILITY**

IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT OR WARRANTY BY SELLER, A SUBCONTRACTOR OR SUPPLIER OR IN TORT OR OTHERWISE, SHALL SELLER BE LIABLE TO BUYER OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, PERSONAL INJURY, REVENUE LOSS OR LOSS OF PROFITS, OR CLAIMS OF CUSTOMERS OF BUYER FOR ANY SUCH LOSS OR DAMAGE. The remedies of the Buyer set forth herein are exclusive where so stated and the total cumulative liability of Seller, its subcontractors and suppliers, whether in contract, in tort (including negligence or strict liability) or otherwise, shall not exceed the price of the good on which such liability is based.

### **GENERAL**

No understanding, promise or representation, and no waiver, alteration or modification of any of the provisions hereof, shall be binding upon Seller, unless assented to in writing and signed by an authorized representative of Seller.

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code of Missouri (the "Code") is used in this agreement, the definition contained in the Code is to control.

No agent, employee or representative of Seller has any authority to bind Seller to any affirmation, representation or warranty concerning the goods sold under this agreement, and unless an affirmation, representation or warranty made by an agent, employee or representative is specifically included within this written agreement, it has not formed a part of the basis of this bargain and shall not in anyway be enforceable.

No claim or right arising out of a breach of this agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right, unless the waiver or renunciation is supported by consideration and in writing signed by the aggrieved party.

These terms and conditions and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Missouri, excluding its conflict of law rules.