



1280 Rose Road
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Dated 7 Nov 2017

General Terms and Conditions

1. Parties. "Seller" means Eastek International Corporation. The party noted on the face of this Acknowledgement as submitting the purchase order is referred to as "Buyer."
2. Acceptance. Buyer acknowledges and agrees that these General Terms and Conditions are incorporated in, and are a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"), and that Seller's acceptance of Buyer's offer to purchase is made conditional upon the incorporation of these General Terms and Conditions into this Contract. If Buyer accepts the goods and/or services which are the subject of this Contract, Buyer shall be deemed to have accepted this Contract and these General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications or revisions of this Contract (including these General Terms and Conditions) shall require the written consent of Buyer and Seller.
3. Payment; Security Interest. Unless otherwise noted on the face hereof, payment of goods shall be net 30 days from the date of Seller's invoice without discount for early payment. Seller reserves the right at any time to suspend credit or to change credit terms provided herein, when, in Seller's sole opinion, Buyer's financial conditions so warrants. Buyer shall have no right to offset any amounts due or to become due to Seller against any claims, charges, expenses, fees or other payments of any kind whatsoever under any circumstances, including, but not limited to, any liability which may arise due to any breach or alleged breach of the Contract or any provision thereof. Seller retains a purchase money security interest under the Uniform Commercial Code in the goods sold until payment in full has been made. In the event of default by Buyer under the Contract, Seller shall have all the right and remedies of a secured creditor under the Uniform Commercial Code. Buyer agrees to execute such financing statements and other documents as Seller may request in order to perfect Seller's security interest.
4. Taxes and Other Charges. Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Seller and Buyer shall be paid by Buyer in addition to price quoted or invoiced. In the event Seller is 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 an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge.
5. Delivery; Shortages. Shipment of goods will be made F.O.B. Seller's facility as indicated on the front of this acknowledgement (Ex Works per INCOTERMS 2000 for international shipments). Seller will use commercially reasonable effort to insure on time delivery. In no event shall Buyer be entitled to liquidated damages as a remedy for any delay in delivery by Seller. Title and risk of loss passes upon delivery to the delivery point per applicable shipping term. Buyer shall pay all insurance costs associated with delivery, and Buyer shall be responsible for filing and pursuing claims with carriers for loss or damage in transit. Prices do not include customs duties or taxes such as sales, use, excise, retailer's occupation or similar taxes. Buyer is responsible for the payment of all such applicable taxes, and will be charged for the same, unless Buyer provides Seller with the appropriate tax exemption certificate. Seller shall use commercially reasonable efforts to ship the exact quantity ordered, however, Seller reserves the right to ship and bill for up to 5% over or under the desired quantity.
6. Changes. Buyer may request changes to the Contract. Seller shall promptly advise Buyer in writing of the reasonable effect on price and delivery date. Seller shall not be required to institute any Buyer-dictated change until the parties have agreed to an equitable adjustment to the price and/or delivery date.
7. Suspension. Buyer may, by written notice, request Seller to temporarily suspend performance or delivery hereunder; provided that Seller is reimbursed for additional costs incurred as a result thereof, including but not limited to storage, insurance, preservation, and other reasonable costs attributable to such suspension. Payment of the contract price shall become due when Buyer is notified that the goods are ready for shipment and Buyer shall be responsible for all price increases instituted by Seller during the period of suspension. Seller shall be granted a reasonable extension of the delivery date to take account of the suspended performance. In the event that the duration of such suspension exceeds ninety (90) days, Seller may, at its option, declare Buyer to be in breach of the Contract and shall have the right to assert any available remedy under the Contract or otherwise available at law or in equity.
8. Remedies Upon Termination. Upon termination, Buyer shall pay to Seller the following amounts without duplication: (i) the Contract price for all finished work and completed services which conform to the requirements of the Contract and not previously paid for; and (ii) Seller's reasonable cost of work-in-progress and raw materials purchased by Seller based on Buyer's purchase order.
- 9 Limited Warranty. Seller's sole and exclusive warranty is that the goods manufactured by it and supplied hereunder ("goods") to be substantially free from defects in material and workmanship for a period of ninety (90) days after shipment (the "Warranty Period"). THIS IS SELLER'S ONLY WARRANTY. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM COURSE OF DEALING, OR USAGE OF TRADE. As a condition to Seller's warranty obligations, any goods claimed to be defective under the foregoing warranty (hereinafter "Warranty Claim") must be returned to the facility designated by Seller, which return shall be made promptly upon Buyer's discovery of the alleged defect. Seller shall perform its examination of the goods so returned by Buyer and shall report the results of its examination to Buyer within thirty (30) days following its receipt of such goods from Buyer, or, if longer time is required to complete such examination, within such time as would be required through the exercise of reasonable diligence. In all cases, Seller has the sole responsibility and discretion for determining the cause and nature of a defect, and Seller's determination with regard thereto shall be final. As a further condition to Seller's obligations hereunder, Buyer shall offer its reasonable cooperation and assist

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Seller in the course of Seller's review and/or examination of any Warranty Claim. Seller shall have the right to charge, and Buyer shall promptly pay to Seller upon Seller's delivery of its statement or invoice, Seller's reasonable cost and expenses for its review or investigation of any warranty claim which is found not to be defective. Buyer's exclusive remedy and Seller's sole liability for breach of warranty reported to Seller during the Warranty Period shall be, at Seller's option, to repair or replace the defective goods or to credit or reimburse Buyer for an amount equal to the purchase price of any defective goods in lieu of providing repaired or replacement goods. All removal and installation of goods shall be at Buyer's expense. . Anything contained herein to the contrary notwithstanding, in no event shall Seller be liable for breach of warranty or otherwise in any manner whatsoever for: (i) normal wear and tear; (ii) corrosion, abrasion or erosion; (iii) any equipment, parts, software or services which, following delivery or performance by Seller, has been subjected to accident, abuse, misapplication, improper repair, alteration, improper installation or maintenance, neglect, or excessive operating conditions; (iv) defects resulting from Buyer's specifications or designs or those of its contractors or subcontractors other than Seller; or (v) defects resulting from the manufacture, distribution, promotion or sale of Buyer's own products. Seller does not warranty that goods will be free from design defects or errors.

10. Indemnification. Buyer shall indemnify Seller against all claims, losses, damage, or injury arising out of or related to the use of the goods, whether sold separately or incorporated into any of Buyer's products or services.

11. LIMITATION ON LIABILITY. Except as provided for herein, in no event will Seller be liable for any indirect, incidental, special, consequential, punitive or similar damages including, but not limited to, costs of procurement of substitute goods by Buyer, or for any lost profits, loss of data or business interruption losses. In no event will the total, aggregate liability of Seller under this agreement exceed the Contract price for the goods for which liability is claimed. The liability limitations shall apply even if Seller has been notified of the possibility or likelihood of such damages occurring and regardless of the form of action, whether in contract, negligence, strict liability, tort, products liability or otherwise. The parties agree that these limits of liability shall survive and continue in full force and effect despite any termination or expiration of the contract between Seller and Buyer. The statute of limitations for all claims arising under this Contract is one (1) year from the date the claim accrues. No employee or agent of Seller is authorized to make any warranty other than that which is specifically set forth herein. The provisions in any specification, brochure or chart issued by Seller are descriptive only and are not warranties.

12. Intellectual Property; Seller's Equipment; Technical Information. Seller does not transfer to Buyer or Buyer's customer any patent, trade secret, trademark, service mark, copyright or other intellectual property right related to the goods, other than the right to incorporate or use the goods purchased from Seller. Seller shall retain title to all designs, sketches, drawings, patterns, dies, tool (including without limitation trial tools), special appliances and materials furnished or paid for by Seller in connection with this Contract. Notwithstanding the foregoing, all tooling, dies, special appliances, and other items furnished by Buyer to Seller, or for which Seller has been fully paid by Buyer, shall be and remain the property of Buyer. Neither party shall disclose to any third party any information directly or indirectly delivered to the other party or acquired pursuant to this Contract, including without limitation business affairs, data, designs, manuals, formulas, supplier and vendor information, processes, methods, pricing, financial and accounting data, products and specifications, systems and technical information (the "Confidential Information"). Each of Seller and Buyer shall be permitted to disclose Confidential Information of the other party to its own employees, agents, and representatives to the extent such disclosure is reasonably necessary for the performance of its duties and obligations or the enjoyment of its rights under this Contract; provided, however, that each of Seller and Buyer shall be responsible for any violation of the confidentiality obligations set forth in this Contract by and of such permitted this parties to which it provides Confidential Information.

13. General. Any failure of Seller to insist upon strict performance of any term of this Contract shall not be construed as a waiver of its right to strict performance thereafter. This Contract shall be governed by the laws of the State of Illinois, USA, without regard to its conflicts of laws principles. Seller and Buyer hereby agree that any legal proceeding with respect to this Contract shall be brought only in a court of the State of Illinois or in a court of the United States sitting in Illinois, and both Seller and Buyer submit to and accept generally and unconditionally the personal jurisdiction of those courts. This Contract sets forth the entire understanding and Agreement between the parties with respect to the subject matter hereof and cancels and supersedes all prior agreements, understandings, representations or promises, whether oral or written, between the parties.