

## TERMS AND CONDITIONS OF SALE

1. Acceptance: The following terms and conditions govern the purchase and sale of the computer systems and related products and services (“Products”) offered by Lectroetch (“Seller”) to “Purchaser.” By placing an order for Products, Purchaser agrees to be bound by and accepts these terms and conditions. No order shall be binding until accepted by Seller. Until an order is submitted to Lectroetch, these terms and conditions and all Products and prices are subject to change without prior written notice at any time to Purchaser, at the sole discretion of Lectroetch.
  - a. ALL SALES ARE FINAL. Lectroetch provides products to the custom order and specification of Purchaser. Therefore, all sales are final and Purchaser may not return Products to Seller except as set forth in Section 4.
  - b. Purchaser Purchase Orders. If Purchaser submits its own purchase order with separate or additional terms and conditions of purchase and sale, the terms and conditions set forth herein govern the purchase and sale of products exclusive of Purchaser’s terms and conditions, unless otherwise expressly agreed to in writing and signed by a duly authorized officer of Lectroetch.
2. Payment Terms and Right to Offset: All prices advertised by Seller are in U.S. dollars and exclude shipping and handling charges, taxes, customs fees and duties. Unless Purchaser provides Seller a valid and correct tax exemption certificate with its order (or before Seller accepts the order), Purchaser shall pay all applicable sales tax, value added tax and other fees and duties. An invoice will be submitted for each shipment setting forth all amounts due and payable in net thirty (30) days from the date of the invoice, unless otherwise agreed upon in writing prior to the sale. Past due payments shall bear late charges at a rate equal to 1.5% of the amount due per month, or the highest rate allowed by law. Lectroetch shall have the right to offset and deduct any amounts owed by Lectroetch to Purchaser to the payment of any amounts due Seller under a purchase order invoice.
3. Delivery: Delivery dates are approximate only and not guaranteed. All deliveries are F.O.B. Sheffield Village, Ohio. The delivery of all products are subject to Purchaser’s cooperation and assistance in the provision of all necessary information, materials, access to facilities, equipment, systems, software, date and key-personnel, and all consents, permissions and licenses, as may be required for timely fulfillment of Purchaser’s order of products. **Purchaser acknowledges and agrees the Lectroetch shall not be liable for any direct, consequential, incidental or exemplary losses or damage (including but not limited to lost revenue or profits) arising from or related to any delay or failure to ship or deliver products by a stated shipment or delivery date, even if Lectroetch has been advised of the possibility of such losses or damages.**
4. Inspection/Return Merchandise Authorization.
  - a. Purchaser agrees to inspect all delivered products upon delivery and to notify Lectroetch of any damage to Products of nonconformity within five (5) days of the date of delivery of the shipment. If no notice is received by Lectroetch within this 5-day period, all products shall be deemed delivered in conformance with the purchase order and in undamaged condition. In the event the nonconformity comprises missing products, Lectroetch will ship any missing item(s) to Purchaser within fifteen (15) days after receipt of the notice of nonconformity. Products may only be returned to Seller in accordance with the provisions of Section 4.b. and 4.c. below.
  - b. Procedure for Return of defective Products. Purchaser must obtain a return merchandise authorization (“RMA”) number to return any products covered by the Limited Warranty set forth in Section 5. To obtain an RMA number, Purchaser must contact the Sales Department at (440) 934-1249 by phone or written communication and provide the product serial number, invoice number and date, date code, and detailed product defect information. Only products given an RMA number may be returned to Lectroetch. With respect to any products that are issued an RMA number, Seller will, in its sole discretion, repair or replace defective products or refund the original purchase price of such products. Lectroetch reserves the right to refuse to issue a RMA number if the product is not covered by the Limited Warranty set forth in Section 5. Purchaser must ship the product to Lectroetch within thirty (30) days from the date of the issuance of the RMA number. Purchaser must prepay return shipping charges. Purchaser is responsible for any loss or damage incurred during shipment. *Seller assumes no liability for returned Products not signed for by an employee of Lectroetch.* A returned product must be shipped in its original boxes and include the original invoice and all manuals, cables, cords, and other accessories as shipped by Lectroetch. The RMA number must be clearly labeled on the outside of the shipping container.
  - c. **PURCHASER SHOULD MAKE BACKUP COPIES OF THE SOFTWARE AND DATA STORED ON PRODUCT HARD DRIVES OR OTHER STORAGE DEVICES AS A PRECAUTION AGAINST POSSIBLE FAILURES, ALTERATION, OR LOSS OF THE DATA. PURCHASER AGREES TO REMOVE ANY CONFIDENTIAL, PROPRIETARY, OR PERSONAL INFORMATION**

BEFORE RETURNING ANY PRODUCTS CONTAINING SUCH INFORMATION. SELLER IS NOT RESPONSIBLE OR LIABLE FOR DAMAGE TO OR LOSS OF ANY PROGRAMS, DATA, OR REMOVABLE STORAGE MEDIA, SUCH AS DISKETTES, CD'S, AND USB FLASH DRIVES. LECTROETCH IS NOT RESPONSIBLE FOR THE RESTORATION OR REINSTALLATION OF ANY PROGRAMS OR DATA OTHER THAN SOFTWARE INSTALLED BY LECTROETCH WHEN THE PRODUCT WAS ASSEMBLED.

- d. Lectroetch reserves the right to reject a return of Products if any of the terms and conditions of this Section are not complied with and may at its option and sole discretion (i) return the products to Purchaser without notice or (ii) repair the product as may be requested and assess charges (at then current prices) for any missing items. If products are returned without an RMA number or the prior written consent of Lectroetch and Seller accepts the returned products, Purchaser agrees to pay a restocking fee equal to twenty-percent (20%) of the purchase price of the products. If a product returned as defective is found to operate properly under the manufacturers' specifications upon testing by Lectroetch, Purchaser agrees to pay the 20% restocking fee in addition to the original invoice purchase price.
5. Limited Warranty/Disclaimers:
- a. Lectroetch represents and warrants that products assembled and delivered by Lectroetch (excluding consumable items and software) shall be reasonably free of material defects in workmanship for a period of one (1) year from the date of installation, provided that all such products are operated and maintained in accordance with all instructions provided and under operating conditions intended for the proper operation and use of the products (the "Limited Warranty"). **Warning: Unauthorized installation, alterations, upgrades, repairs, modifications, misuse or abuse of the products shall automatically render this limited warranty null, void and unenforceable.** Lectroetch is not responsible for any failure or improper operation of the products caused by improper or unauthorized installation, use, modification, upgrade or repair, or misuse of abuse, by Purchaser or any third party.
  - b. Lectroetch assembles and installs third party component parts and software produced by third party manufacturers. Lectroetch makes no representations and warranties regarding individual third party components and software and hereby expressly disclaims any and all warranties, express or implied, of individual third party components and software, including without limitation, the implied warranties of fitness for a particular purpose, merchantability, non-infringement and that the products will be free of material defects, viruses or other harmful elements. Lectroetch shall not be liable for any inability of failure on the part of third party component and software manufacturers to offer or honor component or software warranties, if any.
  - c. Lectroetch does not represent or warrant that the products will meet or exceed any benchmarks, performance measures, yardsticks, intended purpose or use requirements, including thermal, acoustic, mechanical or electrical specifications or characteristics. Lectroetch does not represent or warrant that the products will be compatible or interoperable with software, hardware, computer operating systems, databases and applications not developed by Seller. Lectroetch does not represent or warrant that products will be free of viruses or other harmful elements and Purchaser should ensure the products are scanned and protected against such threats before use.
  - d. *It is the sole responsibility of Purchaser to determine whether or not the Products will meet Purchaser's specifications and/or requirements.* Purchaser acknowledges and agrees that it will not rely on the advice of Lectroetch or its representatives regarding products for any purpose.
  - e. Information about the software that was either preinstalled by Lectroetch or that was included with the products at the time of purchase will be made available to Purchaser, upon request, within thirty (30) days from date of product purchase. Lectroetch may demand that Purchaser provide proof of purchase (by dated receipt) as a condition to receiving the requested information. Seller shall not be obligated to provide any technical support, information of assistance regarding products installed by Purchaser subsequent to the delivery and/or installation of products by Seller.
6. Default: If Purchaser fails to make any payment, becomes insolvent, makes an assignment for the benefit of its creditors, or files for bankruptcy, Lectroetch may, in addition to all other available legal and equitable remedies, withhold limited warranty and/or support services, defer further shipments, cancel the unshipped balance, and/or repossess products for which payment has not been received at Purchaser's sole cost.
- ANY AND ALL WARRANTIES PROVIDED IN THIS SECTION ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, WHICH ARE HEREBY EXPRESSLY DISCLAIMED.**

7. Limitation of Liability: Except for the Limited Warranty set forth herein, which shall be Purchaser's sole and exclusive remedy against Lectroetch for nonconforming or materially defective products, TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER LECTROETCH NOR ITS EMPLOYEES, OFFICERS, DIRECTORS, AFFILIATES, OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS, OR HEIRS (THE "RELEASED PARTY") SHALL BE LIABLE FOR: (A) DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS), (B) ANY CLAIMS, DEMANDS OR ACTIONS AGAINST PURCHASER BY ANY THIRD PARTY; (C) ANY LOSS OR CLAIM ARISING OUT OF OR IN CONNECTIONS WITH PURCHASER'S IMPLEMENTATION OF ANY CONCLUSIONS OR RECOMMENDATIONS BY A RELEASED PARTY BASED ON, RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATED TO THE PRODUCTS; OR (D) THE AVAILABILITY OR UNAVAILABILITY OF THE PRODUCTS FOR USE OR ANY LOST, DAMAGED OF CORRUPTED DATA OR SOFTWARE; REGARDLESS OF LEGAL THEORY OR CAUSE OF ACTION, EVEN IF A RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CLAIMS OR LOSSES ARE OTHERWISE FORESEEABLE. WITHOUT LIMITING THE FOREGOING, IN THE EVENT OF ANY LIABILITY INCURRED BY A RELEASED PARTY, THE ENTIRE LIABILITY OF RELEASED PARTY FOR DAMAGES FROM ANY CAUSE WHATSOEVER SHALL NOT EXCEED THE DOLLAR AMOUNT PAID BY PURCHASER FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM.
8. Indemnification: Purchaser agrees to indemnify and hold Lectroetch, its officers, directors, employees and representative harmless from and against all liability and damages (including reasonable attorneys' fees and costs) arising from or related to Purchaser's breach of these terms and conditions.
9. Governing Law: These terms and conditions shall be governed by the laws of Ohio without application of conflicts of law provisions and without application of the United Nations Convention on the International Sale of Goods, the application of which is hereby expressly excluded. Should any provision of these terms and conditions be deemed void and/or unenforceable, the remainder shall continue to be valid and enforceable to fullest extent intended by the parties. No waiver of any provision of the terms and conditions shall be effective unless set forth in writing and signed by the party to be charged.
10. Entire Agreement, Modifications: These terms and conditions constitute the entire agreement between Lectroetch and Purchaser regarding the purchase and sale of Products and supersede and replace any prior or contemporaneous understandings. These terms and conditions may not be amended, supplemented or replaced, in whole or in part, except in writing signed by duly authorized representatives of Lectroetch and Purchaser. No course of prior dealings between the parties and no usage of trade will be relevant to determine the meaning of these terms and conditions or any purchase order or invoice.
11. Disputes/Attorneys' Fees: Lectroetch and Purchaser agree that any and all disputes arising from or related to the purchase and sale of products which cannot be promptly resolved between them shall be resolved in a court of competent jurisdiction in and for the County of Lorain, Ohio. No claim may be brought by Purchaser against Lectroetch more than one (1) year after the date of purchase. The prevailing party in any such dispute shall be entitled to recover its attorneys' fees and costs (including, but not limited to, expert witness fees and other litigation, copy, facsimile, and computer research fees), whether the dispute proceeds to trial or not.
12. Export Compliance: Purchaser agrees that it will not divert, use, export or re-export any products contrary to United States law. Purchaser expressly acknowledges and agrees that it will not export, re-export, or provide any products to any entity or person within any country that is subject to United States economic sanctions or embargoes without obtaining prior authorization from the United States Government. The list of such countries subject to United States economic sanctions or embargoes may change from time to time but currently includes Cuba, Iran, Sudan, and Syria. Purchaser also expressly acknowledges and agrees that it will not export, re-export, or provide products to entities and persons that are ineligible under United States law to receive such items, including but not limited to, any person or entity on the United States Treasury Department's list of Specially Designated Nationals or on the United States Commerce Department's Denied Persons List, Entity List, or Unverified List. In addition, Purchase acknowledges that manufacturer's warranties for exported products may vary or may be null and void for Products exported outside the United States.
13. Copyright Law: The purchaser agrees in no event, will the Lectroetch Company, its officers, owners, employees, or successors be liable to any party for the use of our or others stencils and /or artwork in the creation of any protected image on any object. Purchaser also accepts full and unconditional responsibility, including reasonable legal fees, including any resulting civil or criminal penalties for the improper or unauthorized use of any protected image or text. By authorizing the production of these goods, purchaser agrees to these conditions, and releases Lectroetch from all liability for direct, indirect, special or consequential damages resulting from the use or misuse of said products. Lectroetch will produce the items under the assumption that the purchaser has obtained all necessary releases from the respective owners.