

# Standard Terms and Conditions of Sale

**TITLE**-Title to the products of On-Shore Technology shall remain with On-Shore Technology until payment is made in full by Customer. Such reservation of title is for the purpose of securing the purchase price and shall not relieve Customer of the duty to inspect the products upon receipt, to notify On-Shore Technology of any deficiencies or defects, and to exercise due care in the use, installation, operation, and maintenance of the products when on the premise of the Customer or under the control of the Customer. Notwithstanding any reservation of title by On-Shore Technology, risk of loss shall pass to customer at any time of shipment.

**SHIPMENT AND DELIVERY**-All orders will be shipped F.O.B. Tempe AZ. All destination, shipping and other charges shall be paid by the Customer in accordance with On-Shore Technology then current shipping and billing practices. Delivery dates given in the acceptance of any order are approximate. On-Shore Technology shall not be liable for delays in delivery or in performance due to causes beyond its reasonable control including acts of God, acts of Customer, acts of civil or military authority, fires, strikes or other labor disturbances, war riot or delays in transportation. In the event of such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

**PRICE**-Prices in any On-Shore Technology publication are subject to change without prior notification. Catalog prices are based on prices published in the current price list. All written quotations are valid for thirty (30) days from the date of quotation. Customer shall pay all sales, use, excise or similar taxes whenever On-Shore Technology must itself pay and/or collect such tax from Customer arising out of the sale.

**PAYMENT**- Customer agrees to make payment within thirty (30) days of date of the invoice from On-Shore Technology. Customer agrees to pay a late payment charge of one and one-half percent (1½ %) per month, or the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is in default. Full carton purchases are required. In the event of referral to an attorney for collection, reasonable attorney's fees for collection of the overdue amount shall be paid by Customer. In the event payment is not received within 30 days from the date of invoice any discount shall be cancelled and the full list price will be due.

**LIMITED WARRANTY**-On-Shore Technology warrants to Customer that the equipment purchase shall be free from defects in material and workmanship under normal use and service for a period of one year from shipment.

Written notice as an explanation of the circumstances of any claim that the equipment has proved defective in material or workmanship shall be given promptly by the Customer to On-Shore Technology.

On-Shore Technology will not be liable for any misuse, improper operation, improper installation, improper maintenance, alteration, modification, accident or unusual degradation of the equipment or parts due to an unsuitable installation environment.

No representation or other affirmation of facts, including but not limited to statements regarding capacity, suitability for use or performance of the equipment shall be or be deemed to be a warranty or representation by On-Shore Technology for any purpose, nor given rise to any liability or obligation of On-Shore Technology whatsoever.

Customer's sole and exclusive remedy in the event of breach of warranty, as set forth herein, is expressly limited to (1) the correction of the defect by adjustment, repair, modification, or replacement, or (2) issuance of a credit or refund of the purchase price for the defective equipment at On-Shore Technology's election and sole expense.

Except as specifically provided in this agreement, there are no other warranties express or implied including but not limited to any implied warranties or merchantability or fitness for a particular purpose.

This warranty extends only to the customer from On-Shore Technology or its authorized distributor.

**LIMITATION OF LIABILITY**-In no event, shall On-Shore Technology be liable for loss of profits, indirect, special consequential or other similar damages arising out on any breach of this agreement or obligations under the agreement.

On-Shore Technology shall not be liable for any damages caused by delay in shipment, installation or furnishing of equipment or services under this agreement.

No action arising out of any claimed breach of this Agreement may be brought by either party more than one year after the cause of action has occurred.

**PATENT INDEMNITY**-On-Shore Technology shall defend or settle any suit or proceeding brought against Customer based on a claim that any equipment made to On-Shore Technology design and furnished hereunder constitutes an infringement of any existing United States patent, provided On-Shore Technology is notified promptly in writing and is given complete authorization and information required for the defense, and On-Shore Technology shall pay all damages and costs awarded against Customer, but shall not be responsible for any costs, expense of compromise incurred or made by Customer without On-Shore Technology prior written consent. If any equipment is in On-Shore Technology's opinion likely to or does become the subject of a claim for patent infringement, On-Shore Technology may at its option and expense procure for Customer the right to continue using the device, modify it to become non-infringing, but in the event On-Shore Technology not reasonably able to modify, substituted, or otherwise procure for Customer the right to continue using it. On-Shore Technology will remove such equipment and refund to Customer the amount paid in excess of a reasonable rental for past use.

On-Shore Technology shall not be liable for any infringement or claim based upon use of the equipment in combination with other equipment not supplied by On-Shore Technology or with modifications made by Customer.

The foregoing states the entire liability of On-Shore Technology to Customer arising from patent infringement.

**SELLER'S REMEDIES**-Should Customer fail to make any payment within ten (10) days of its due date, or fail to perform any other of the Customer's obligation hereunder upon thirty (30) days written notice, or should Customer be or become insolvent or be a party to any bankruptcy or receivership proceeding prior to full payment of all amounts payable hereunder, On-Shore Technology (a) with or without demand or notice to customer declare the entire amount unpaid immediately due and payable; (b) enter upon the premises where the equipment may be found and remove it (Customer shall assemble the equipment and make it available to On-Shore Technology at a place reasonable convenient to both parties and shall permit and assist On-Shore Technology in effecting the retaking and removal of the equipment); and (c) sell any or all the equipment as permitted under applicable law, applying the proceeds of the sale to payment of the expenses of retaking, repairing and selling the equipment reasonable attorney fees and to the satisfaction of all indebtedness then due and unpaid under this Agreement. Any surplus shall be paid to Customer and any deficiency shall be paid to On-Shore Technology Customer.

The remedies provided herein shall be cumulative and in addition to all other remedies provided by law or equity or under the Uniform Commercial Code.

**GOVERNING LAW**-This agreement will be governed by the Laws of the State of Arizona.

**GENERAL**-This Agreement shall only become effective and binding when either (a) it has been accepted and executed by an authorized representative of On-Shore Technology or (b) the equipment has been shipped to Customer, with or without acceptance in writing hereon. Notice of acceptance is hereby waived by Customer. Customer hereby acknowledges receipt of a true and complete copy hereof.

No addition to or modification of any of the Terms and Conditions of Sale as they appear herein shall be binding upon On-Shore Technology unless signed in writing by duly authorized representative of On-Shore Technology in Tempe, Arizona.

Typographical and clerical errors in quotation, orders and acknowledgments are subject to correction.

This Agreement is not assignable without the prior written consent of On-Shore Technology. Any attempt to assign any of the rights, duties or obligations of this Agreement without such consent is void.

If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceable, of the remaining provisions shall not in any way be affected or impaired thereby.

On-Shore Technology is not responsible for failure to fulfill its obligation under this Agreement due to causes beyond its control, or except as agreed herein.

All information contained herein including, but not limited to, illustrations specifications dimensions and statements is believed to be reliable as of date of publications but the accuracy or completeness thereof is not guaranteed. On-Shore Technology makes no claim or warranties as to the applications of these products or their suitability or fitness for any particular purpose. Neither seller nor manufacturer shall be liable for any injury resulting from the use or inability to use product. According, it is recommended that each user independently test and evaluate products for their intended use and the user assumes all risk and liability whatsoever in connection therewith.

The customer acknowledges that he has read the agreement, understands it, and agrees to be bound by its terms and conditions, further the customer agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written, express or implied, and all other communications between the parties relating to the subject matter of this agreement.