



## CONDITIONS OF SALE



**CONTRACT** - The provisions herein set forth, plus all drawings, specifications, descriptions and other documents attached hereto constitute the entire contract between Caron Engineering, Inc. ("Caron Engineering, Inc.," or "CEI," or "Seller") and the Buyer and supersede all prior quotations, purchase orders, correspondence and other communications, whether written or oral, between the Caron Engineering, Inc. and the Buyer. No provision of Caron Engineering, Inc.'s Conditions of Sale shall be subject to change except by the written authorization of a properly authorized representative of the Company at the main office of Caron Engineering, Inc. in Wells, Maine. The failure of Caron Engineering, Inc. to object to any provision in conflict herewith, whether contained on the Buyer's purchase order or otherwise, shall not be construed as a waiver of the provisions hereof nor as an acceptance thereof. This contract shall be governed by and construed according to the laws of the State of Maine. Should any term or provision contained in these conditions contravene or be invalid under applicable law, the contract of which these conditions form a part shall not fail by reason thereof but shall be construed in the same manner as if such term of provision had not appeared herein. For the avoidance of doubt, regardless of any contrary terms in any purchase order or terms and conditions of purchase, or the like instrument produced by Buyer and furnished (whether digitally, via link, or in hard copy) to Seller, the Buyer hereby agrees that it is accepting the products or services provided by CEI subject to the terms of this Condition of Sale, and further, Buyer covenants by its acceptance of the said goods or services that it agrees to be bound by the terms hereof.

**ORDERS** - All orders are received subject to acceptance and may be accepted only by authorized personnel at the office of Caron Engineering, Inc. Typographical and clerical errors in quotations, orders and acknowledgments are subject to correction.

**PRICES** - Quoted prices are valid for thirty (30) days from date of quote, thereafter subject to change. Prices in effect at the time of shipment will apply.

**TERMS** - Caron Engineering, Inc.'s standard terms are 25% deposit required with purchase order, Balance Due Net 30 days after date of shipment or installation by Caron Engineering, Inc. US FUNDS ONLY. Caron Engineering, Inc. charges for all travel expenses incurred, shipping, handling, and customs charges. Wire fees and any other bank charges will be the responsibility of Buyer. Caron Engineering ships all products FOB Destination, Freight Prepaid to hold ownership of product for purposes of insurance coverage, unless specific arrangements are made by Buyer. Amounts past due are subject to a service charge of 18% per annum. If Caron Engineering, Inc., in its judgment at any time deems that, by reason of the financial condition of the Buyer or otherwise, the continuance of production or shipment on the terms specified herein is not justified, Caron Engineering, Inc. may require full or partial payment in advance. Certain orders may, in the judgment of Caron Engineering, Inc., because of their nature or the delivery involved, require progress payments. Pro rata payments shall become due as shipments are made. Caron Engineering, Inc.'s failure to exercise any right accruing from any default of the Buyer shall not impair any rights in case of subsequent default by the Buyer.

**DELIVERY** - Shipping dates given by Caron Engineering, Inc. are approximate and are based on prompt receipt of all necessary information regarding the order. Caron Engineering, Inc. is not responsible for any shipping, handling, or customs charges. These costs will be charged or billed direct to Buyer. Caron Engineering, Inc. will use its best efforts to meet the scheduled date shown on the face of order, but does not guarantee to do so. Failure to make shipments as scheduled does not constitute a cause for cancellation and or for damage of any character. In the event of any delay requested by the Buyer or any delay caused by lack of shipping instructions, Caron Engineering, Inc. will store all items ordered, at the Buyer's risk and expense. Invoicing will be issued to the Buyer for the full contract price of the products on or after the date on which the same is ready for delivery. Caron Engineering, Inc. is not responsible for any loss, damage or delay that may occur after goods have been accepted for shipment to the transportation company. Any such claim should be made to the carrier in accordance with Section 2 of the Uniform Bill of Lading.

**CANCELLATION** - All undelivered products of any order may be cancelled by the Buyer at any time, but only with the written approval of an authorized representative of Caron Engineering, Inc. at the main office in Wells, Maine. If the Buyer fails to make payments to Caron Engineering, Inc. in accordance with the terms hereof, Caron Engineering, Inc. may at its option cancel all undelivered products of any order by written notice to the Buyer. In the event of any cancellation of this order by either party, the Buyer shall pay to Caron Engineering, Inc. the reasonable costs and expenses (including all engineering time as well as expenses to all commitments to its suppliers and subcontractors) incurred by Caron Engineering, Inc. prior to receipt of the notice of such cancellation.

**TECHNICAL INFORMATION** - All engineering data, design information, engineering and shop drawing used in the completion of this order are the property of Caron Engineering, Inc. Nothing in any other instrument provided by Buyer to Seller shall affect the rights of CEI in and to its intellectual property. Buyer hereby agrees not to assert any claim, including, without limitation, breach of confidentiality or misappropriation of trade secrets against CEI with respect to any technical information that Buyer shall have disclosed, or may hereafter disclose, in connection with provisions of the goods or services delivered to Buyer in conjunction with this Agreement. Buyer hereby releases any claim it might have to any permanent, perpetual, fully paid, royalty free license in and to the goods or services provided by Seller to Buyer, and further, does forever waive and release the same, including, without limitation, any claim for works made for hire, or the like.

**PATENTS** - Orders to customer's drawings or descriptions are executed only on the understanding that the Buyer will indemnify Caron Engineering, Inc. for any loss resulting from an action for infringement of patents, as further set forth in the Indemnity provisions below.

**RETURNS** - No equipment is to be returned without advance written authorization by Caron Engineering, Inc. The Buyer must pay a restocking charge plus return transportation.

**WARRANTY AND LIMITATION OF LIABILITY** - There is a one-year warranty from Caron Engineering, Inc. on certain parts (most electronic or electrical component are only 30 days). Caron Engineering, Inc. shall repair or replace those certain defective parts for a period of one year. No other warranty, either expressed or implied, including a warranty of merchantability and fitness for a particular purpose, has been or will be made by or on behalf of Caron Engineering, Inc., or by operation of law with respect to the equipment, accessories and software or their installation, use, operation, replacement or repair. In no event shall Caron Engineering, Inc. be liable

under any legal theory for any indirect, special, or consequential damages, even if Caron Engineering, Inc. has notice of the possibility of such damages.

**INDEMNITY** - Buyer shall, at its expense, protect, defend, hold harmless and indemnify Seller, its subsidiaries, affiliates, authorized dealers and distributors and their officers, directors, employees, agents, successors, assigns, and customers (collectively, "Indemnitees"), from and against any and all claims, suits, allegations, judgments, actions, liabilities, losses, damages, costs and expenses, including, but not limited to, attorneys' fees and expenses (the "Loss") arising out of, resulting from, related to or associated with: (a) any claim or allegation that Seller or its Indemnitees use, sale, offer for sale, manufacture, or import of any deliverable created during the performance of the Services by Buyer, including without limitation any applicable work of authorship, drawings, and marketing materials that infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party, and further, if the use, sale, manufacture, or import of any such deliverable created during the performance of the Services or delivery of the Goods by Buyer is enjoined as a result of such claim, Buyer, at no expense to Seller, shall obtain for Seller and its Indemnitees the right to use, sell, manufacture, or import any such deliverable and extend this indemnity thereto, and further still, in no event shall Buyer enter into any settlement without Seller's prior written consent; (b) Buyer's negligence, strict liability or other claim involving the use of the Goods and/or Services or deliverables or the warnings or lack thereof; (c) The willful or negligent acts or omissions on the part of Buyer, of its employees, workers, subcontractors, agents, successors and assigns, including, but not limited to injury or death to any person as well as damage to any property, except as may result solely from the willful or negligent acts of Seller; (d) any data breach; (e) Buyer's breach of this Condition of Sale; and/or (f) Buyer's possession, use, repair or maintenance of the Property under this Condition of Sale.

**ASSIGNMENT** – Buyer shall not assign or transfer its order or any interest therein or monies payable thereunder without the prior, written consent of Seller, and any assignment made without such consent shall be null and void, except that Seller may assign this Order and its interest therein to any affiliated corporation or to any corporation succeeding to Seller's business without the consent of Buyer.

**CONFIDENTIALITY** – Any order delivered by Seller to Buyer, and any material transmitted with, or in relation to, said order by Buyer, is likely to contain information confidential or proprietary to Seller, its subsidiaries or affiliates, including any personal information provided, and such information is not to be used by Buyer other than the purpose for which it was transmitted to Buyer. Buyer shall hold such information in strictest confidence and not disclose such information to third parties without the prior, written consent of Seller. Buyer will execute a confidentiality and non-disclosure agreement within 24 hours of being so required by Seller. Buyer will take reasonable measures to protect such information from misuse and unauthorized access or disclosure, but in no event less than the measures it takes to protect its own information. Buyer will promptly return or destroy such information upon conclusion of the arrangement, or earlier if requested by Seller, Buyer shall notify Seller immediately and provide full information regarding any potential data breach.

**MERGER** – Buyer and Seller agree that they have not placed any reliance whatsoever on any representations, statements or understandings made prior this Condition of Sale document being delivered, whether orally or in writing relating to the subject of this Condition of Sale. The parties hereby agree that to the extent any term contained within this Condition of Sale conflicts with any prior term, clause, representation, or the like made between Buyer and Seller, such conflicting term is hereby void, and is superseded by this Condition of Sale.

**RELATIONSHIP BETWEEN PARTIES** -- The relationship between Buyer and the Seller will be that of independent contractors and not that of principal and agent, nor that of legal partners. Neither party will represent itself as the agent or legal partner of the other Party nor perform any action that might result in other persons believing that it has authority to contract in any way to enter into commitments on behalf of the other. Buyer accepts, with respect to its performance of the services or delivery of goods, exclusive liability for the payment of any employee wages, benefits, other labor costs, fees, and taxes or contributions, however measured. Buyer assumes all liability for overtime premiums, shift differentials, Social Security, unemployment insurance, old age payments, workers' compensation premiums, annuities or retirement benefits which are measured by wages, salaries or other remunerations paid by Buyer to any and all persons employed by it in connection with the performance of the services. Buyer shall not publicly disclose or use for its marketing purposes its business relationship with the Seller without the Seller's prior written consent.