

GENERAL TERMS AND CONDITIONS OF SALE

1. **Acceptance.** This document, together with any exhibits, attachments, and other documents incorporated by reference (collectively, the "Order") is an offer by Supplier to sell the goods or services indicated on the face of, or attached to or incorporated by reference into, this document upon the terms and conditions contained herein. By acknowledging receipt of this Order or by accepting delivery of the goods described herein, Customer accepts and agrees to these terms and conditions. Terms or conditions contained in any prior, contemporaneous or subsequent communication from either party, or from any other person or entity that submits, proposes, or states any additions, changes, deviations, or modifications to this Order, shall automatically be deemed void, objected to, and rejected. This Order is the final and complete expression of Order between the parties, setting forth the entire Order and including all terms, conditions, covenants, representations and warranties.
 2. **Modification.** None of the terms and conditions contained herein may be added to, modified, superseded or otherwise altered, including by course of dealing, except by a written instrument specifically referencing the affected provision of this Order signed by an authorized representative of Supplier and an authorized representative of Customer.
 3. **Price and Payment.** Payment shall be due thirty (30) days after invoice date. If Customer fails to timely pay its account, Supplier or its affiliates shall have the right to exercise any of its rights under this Order or under applicable law, including setting-off amounts due under the Order against Customer's and its affiliated companies' account balances, holding further orders, charging late payment fees and interest on past due amounts, or creating or perfecting liens against Customer or its affiliates, including by filing liens or other documents with governmental authorities. To the extent reasonably requested by Supplier, Customer agrees to execute such financing statements and other related documents as are reasonably necessary to create and perfect the security interests. Interest shall accrue on late payments at the lesser of 18% per annum (1.5% per month) or the maximum amount allowed by law from the date such invoice becomes due. Supplier may use the services of a collection service or an attorney to collect amounts overdue. In such event, Customer agrees that it will be liable for all fees incurred by Supplier, including collection service fees and attorney's fees, costs, and expenses arising out of the collection efforts.
 4. **Taxes.** Prices do not include sales, use, excise, or other similar taxes. The amount of any present, retro-active, or future sales, use, excise, or similar tax applicable to Customer's purchase of goods or services will be added to Supplier's invoice and paid by Customer unless Customer provides Supplier with tax exemption certificates acceptable to the appropriate taxing authorities.
 5. **Transportation and Title.** Unless otherwise agreed in writing by the parties, all goods shall be delivered F.O.B. shipping point, and title and risk of loss to the goods shall pass to Customer at that point.
 6. **Time.** Supplier will employ reasonable efforts to fill Customer's Orders promptly upon acceptance. In the event Supplier is delayed in delivering goods and such delay is caused by a force majeure event as described below, such delay shall be excused.
 7. **Warranty/Disclaimer.** Supplier warrants that products of Supplier's own manufacture supplied hereunder will be of the kind and quality specified in writing to Customer, that Supplier's manufacturing process will not cause defects in material, and that manufacture will be performed in a good workmanlike manner; *provided* that the foregoing warranty is conditioned upon Customer's use of the products under normal and proper operating conditions and service. For a period of one year from the date of shipment by Supplier, to the extent any products supplied under the Order fail to meet the foregoing warranty, products will be replaced or repaired or the purchase price refunded, at Supplier's option.

With respect to products manufactured by others, Supplier hereby assigns to Customer the identical representations, warranties and other protections which Supplier enjoys the benefit of, to the full extent that Supplier enjoys such protection and benefit. Further, Supplier agrees to provide such cooperation and assistance as Customer may reasonably request to effectuate such protections and benefits as against manufacturers of such products, provided that Supplier shall not be obligated to take any action that threatens or impairs its own rights, duties, and responsibilities.
- INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND (ii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION ANY CLAIMS BASED UPON PRODUCT LIABILITY, WHETHER BASED UPON STRICT LIABILITY OR NEGLIGENCE.
8. **Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, OR BUSINESS) RESULTING FROM OR IN ANY WAY RELATED TO THE GOODS OR SERVICES PURCHASED/SOLD HEREUNDER, THIS ORDER OR TERMINATION OF THIS ORDER. This limitation applies regardless of whether the damages or other relief sought are based in contract or tort, including breach of contract and including any claims based on warranty, negligence, strict liability or any other legal or equitable theory.
 9. **Intellectual Property.** Customer shall acquire no right, title or interest of any kind in, or with respect to, any of Supplier's or manufacturers' trademarks appearing on goods or otherwise, or software developed or provided by Supplier. Title to, or property rights in, software developed or provided by Supplier shall pass to Customer only pursuant to a separate written agreement specifically setting forth the property rights provided, and only if Customer was specifically and separately invoiced for such software.
 10. **Force Majeure.** Supplier shall not be liable to Customer for any loss or damage suffered by Customer, directly or indirectly, for any failure or delay of Supplier to perform hereunder, including any late delivery or failure to deliver, where such failure or delay is directly or indirectly caused by matters beyond the reasonable control of Supplier, including acts of God, power failures, accidents, fire, flood, labor difficulties (including, without limitation, strikes, slow downs and lockouts), war, insurrection or civil disturbance, government regulations, inability to obtain or revocation of export or import license, interruptions of or delay in transportation, material shortages, or other causes of like or different character beyond Supplier's reasonable control.
 11. **Objections.** Supplier hereby objects to and rejects all terms and conditions set forth in any documents provided by Purchaser in connection with the Order, including all hold harmless and indemnity provisions, either express or implied, including those that attempt to make Supplier responsible for Customer's negligence. Supplier also objects specifically to any provisions in Customer's order that (a) attempt to impose warranties other than as set out herein, (b) attempt to prohibit disclaimers of warranties, (c) attempt to preclude limitations on Customer's remedies, or (d) attempt to impose damages resulting from performance failures.
 12. **Cancellation.** Because Supplier often places orders with its suppliers in reliance upon customers' orders, Customer may not cancel this Order without Supplier's consent, which consent may be withheld by Supplier in its sole discretion. If Supplier agrees to cancellation of an order, Supplier will determine, and Customer shall pay, an appropriate cancellation charge, including shipping costs and restocking fees.
 13. **Severability.** If any one or more of the provisions of this Order, or any schedule or exhibit attached hereto or other document expressly incorporated herein by reference thereto, shall for any reason be invalid, illegal, or unenforceable, such circumstance shall not affect any other provision of this Order or such other document, as the case may be, and this Order shall continue in full force and effect and be construed as if such provision, to the extent that it is invalid, illegal, or unenforceable, had never been contained herein or therein.
 14. **Non-Waiver.** The failure or delay or either party in the enforcement of the rights detailed in the Order shall not constitute a waiver of the rights nor shall it be considered as a basis for estoppel either at equity or at law. Either such party may exercise its rights under the Order despite any delay or failure to enforce those rights at the time the cause of action or right or obligation arose.
 15. **Governing Law.** The laws of the State of Texas shall govern the validity, interpretation, and enforcement of this Order without regard to choice of law rules that would apply the law of another state.

THE EXPRESS WARRANTIES SET FORTH ABOVE ARE THE ONLY REPRESENTATIONS AND WARRANTIES PROVIDED UNDER THIS ORDER AND ARE IN LIEU OF AND SUPERSEDE (i) ALL OTHER WARRANTIES AND REMEDIES WHETHER EXPRESS OR IMPLIED, ORAL OR STATUTORY,