GENERAL - These terms and conditions of sale and warranty, and the SunSource Quote or Order Acknowledgement to which they have been incorporated by reference, shall constitute the final, complete and exclusive statement of the terms of the contract and supersede all prior agreements or representations, oral or written, expressed or implied, unless otherwise agreed in writing by SunSource.

(b) Seller’s failure to insist, in one or more instances, upon the performance of any term hereunder shall not be construed as a waiver or relinquishment of its right to such performance or the future performance of such term or any other term.

(c) Any notice or other communication required or permitted hereunder shall be sufficiently given if sent in writing in a sealed envelope addressed to the other party at its respective address contained herein. Seller’s address is 2301 Windsor Court, Addison, IL 60101. Any such notice, if so mailed, shall be deemed to have been received on the third business day following such mailing. Either party hereto may change its address by giving notice of such change as provided above.

(d) The invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity or enforceability of any other of its provisions.

INDEMNIFICATION – Purchaser agrees to defend, indemnify and hold harmless the Seller, its parent and affiliates, and their officers, agents and employees, against all claims, losses, expenses and causes of action of every kind, made or asserted by any third party arising out of, or in connection with this Agreement or the article(s) hereunder.

(b) Purchaser agrees to indemnify Seller for all costs incurred by Seller, including legal fees and court costs, as a result of any additional or different terms requested by Purchaser’s conduct, including, but not limited to, Purchaser’s misuse of the product or for any custom-designed product, design decisions or choices made by Purchaser.

WAIVERS – (a) Purchaser hereby waives, for itself and for any and all persons who may assert a claim or lien in Purchaser’s place or stead, whether by subrogation or otherwise, any and all liens or claims of lien against the Seller for (i) labor or material furnished by the Company to Purchaser’s employee for work on or in connection with the article(s) hereunder. (b) Purchaser hereby waives, for itself and for any and all persons who may assert a claim or lien in Purchaser’s place or stead, whether by subrogation or otherwise, any and all liens against Seller for contribution or for indemnity, whether such claims arise under contract, statute, common law, or otherwise.

TAXES - All applicable federal, state or local sales, use, occupational, excise, export, import or like taxes now in force or enacted in the future are the responsibility of the Purchaser and shall be in addition to the price or prices stated on the reverse side of this document. Unless otherwise specifically stated, Seller shall have the right to invoice separately any such tax as may be imposed at a later date. Applicable tax exemptions must be documented in any order on which they are applicable.

PAYMENT TERMS, UNLESS OTHERWISE STATED ON REVERSE SIDE – (a) As determined by Seller’s credit department. (b) F.O.B. Shipping Point and Purchaser assumes all risk and liability for loss, damage or destruction after delivery to carrier. (c) For payment made more than thirty (30) days past invoice date, Purchaser agrees to pay interest on the unpaid balance at the maximum allowed under prevailing law if not paid when due. (d) If any payments made more than三十 (30) days past invoice date, Purchaser agrees to pay interest on the unpaid balance at the maximum allowed under prevailing law if not paid when due.

TITLE - Title shall pass to Purchaser upon delivery of the product to the carrier. Purchaser assumes all risk and liability, loss, damage, or destruction from that point.

RETURNS – Return of any merchandise must be authorized in writing by Seller, with Seller’s “authorized material return” Return Goods Authorization (RGA) number and be accompanied by a copy of original packing slip returned with Seller’s shipment and purchase. Any request to return goods must be made within ten (10) days from the receipt of the goods by Purchaser. Returned goods must be in first class salable condition, in the original container, shipment prepaid. Subject to the limitations of Seller’s Warranty, if goods are returned because of a defect which is alleged to have been caused by any article sold hereunder.

INDEMNIFICATION – Seller shall not be liable for any indirect, incidental, special or consequential damages, including lost profits, arising out of or in connection with the use or performance of the Software Materials, despite the fact that Seller has been advised of the possibility of such damages.

No claim by Purchaser hereunder, whether by subrogation or otherwise, any and all liens or claims of lien against Seller for any payment made by purchaser. In the event that a return is accepted for credit, an order for equivalent value must accompany returned merchandise and all such merchandise shall be returned in the original container, shipment prepaid.

Company returns merchandise to Purchaser at its sole and exclusive risk.

NON-CANCELLABLE AND NON-RETURNABLE ITEMS – Non-Cancellable and Non-Returnable items may only be returned due to defects in the Software Materials, which defects are alleged to have been caused by any article sold hereunder. If no such approval is granted, Purchaser remains responsible for payment of any and all invoices relating to such items. Such customized fabricated system sold to Purchaser shall be non-cancellable, non-refundable.

DRAWINGS - Drawings will be provided by Seller only upon special request of Purchaser and subsequent approval of Seller.

(a) Any and all work that is complete or scheduled for completion within thirty (30) days of the date of cancellation by Purchaser shall be invoiced to Purchaser and paid for in full. (b) For work-in-process, other than covered by Item (a) above, and any materials and supplies procured, or for which a contract has been entered into, any such order or purchase agreement to which the same applies.

The signature below represents acceptance of these terms for all sales of product from this date forward.