



## Terms and Conditions of Sale

- **Contract**

If this instrument is a quotation, whether or not in response to a request from the Buyer, it constitutes the offer of Aventech International Inc., (Aventech) to the Buyer, and becomes a binding contract under the terms and conditions set forth herein when it's accepted by the Buyer. However, any such acceptance shall be valid only if made within thirty (30) days of the date of this instrument or such other time period specified herein. If Purchase Order (PO) is received after specified period, Aventech reserves the right to decline request or PO.

If this instrument is an acknowledgement, it constitutes Aventech's acceptance of the Buyer's order, subject, however to the terms and conditions set forth herein. Upon the formulation of a contract, this instrument will recite the entire agreement between the parties with respect to the goods, equipment or services being purchased, and shall supersede any other agreement, writing or understanding whether made before or after the date of this instrument. Thus, Aventech's contractual obligations are expressly limited to the terms contained herein. The inclusion of any different or additional terms in any other instrument is objected to and performance by Aventech shall occur with the express understanding that only the terms and conditions set herein shall prevail and control.

- **Terms of Payment**

- All payments are to be made in U.S. dollars (USD) and without any added expense to Avnetech.
- Payment shall be advanced pay, Cash with Order (CWO), Cash On Delivery of goods or services (COD), or Sight Draft Attached to the Bill of Lading (or other shipping documents) at the option of Aventech.
- When credit is extended by Aventech International, Inc., invoices shall be due and payable within agreed credit terms. For example credit terms; Net 10 payment is due 10 days from the invoice date, Net 15 payment is due 15 days from invoice date, Net 30 is due 30 days from the invoice date and so on. Past due invoices are subject to a 10%, plus any collection agency fees if collection becomes necessary. However, notwithstanding the foregoing, Aventech retains the option to refuse or revoke credit, and to require immediate payment of all outstanding balances and payment on delivery for all future deliveries.
- Buyer agrees to pay any expenses incurred in collecting any unpaid balance of the purchase price, or in recovering possession of the goods including reasonable attorney's fees.
- In the event Aventech extends credit to the Buyer, then for the purpose of securing payment and performance of all Buyers' obligations hereunder, Aventech shall retain a security interest in all goods being sold pursuant to this agreement. At Aventech's request, Buyer shall execute and join in executing all financing statements and other instruments, in form satisfactory to Aventech, which they deem necessary or desirable to perfect its security interest in the goods being sold pursuant to this agreement.

- **Packing and Shipment**

- Packing and shipment will be in accordance with good commercial practices and standards.
- Cash on Delivery of goods and services (COD) terms require shipping to be on Aventech International, Inc., DHL account.
- All shipments that require DHL ground will only be shipped in this manner at Buyers request and only after the customer's account number is provided.
- The Buyer contractually agrees to waive Aventech International, Inc. of any monetary responsibility should their shipping bill/invoice become delinquent.
- Aventech International, Inc. complies and adheres to all MIL-STD-2073-1 compliance for military packaging for Government Contracts. Military packaging will only be adhered to if Aventech is the contract awardee.

- **Delivery and Title**

- For orders with delivery inside the United States, FOB shipping point shall apply as provided for in the Uniform Commercial Code. Risk of loss and title shall pass to the Buyer at the FOB point.
- For orders with delivery outside the United States, Aventech and Buyer agree to apply INCOTERMS 2000. Delivery shall be EX Works (EXW) seller's facility or another named place (i.e., works, factory, warehouse



etc.) not cleared for export and not loaded on any collecting vehicle. The Buyer is responsible for and bears all cost and risks involved in taking the goods from Aventech' source or seller facility, unless otherwise agreed by Aventech and specifically agreed and stated in the order or PO. Risk of loss and title shall pass to the Buyer as provided by INCOTERMS 2000. Under no circumstances shall Aventech have any liability whatsoever for delays, loss of use, or for any indirect or consequential damages arising from any delay or loss of use.

- Aventech shall not be responsible for the failure to perform any obligations arising due to events beyond its control. These events shall include, but not limited to, earthquake, flood, fire, storm, accidents, explosion, sabotage, acts of public enemy, labor disputes, strikes, work stoppage, labor shortages, transportation embargoes or delays, failure or shortage of materials or machinery used by the Vendor of the goods supplied herewith and herein, Act of God, failure of subcontractors or suppliers to satisfactorily meet schedules deliveries, and acts or regulations or priorities of the Federal, State or local government(s) or branches or agent thereof, government contracts or shipments to purchase to fulfill contracts.
- No claim for shortage in packaging shall be allowed unless reported to Aventech in writing within ten (10) days after goods are received.
- **Patents**
  - The Buyer shall not receive, as a result of the sale of goods hereunder, any right or license of any kind under any patent owned or controlled by Aventech International, Inc. or its suppliers, sources or vendors under which Aventech might be licensed. However, the foregoing provision shall not limit the right of the customer to use or sell such goods, in the event such goods are covered by any such patent.
  - The manufacturer of goods is solely responsible legally and financially for pursuing any Buyer for patent infringement with no recourse on Aventech's behalf as we don't hold the patent for the goods received.
- **Indemnity**
  - If any goods are made in compliance with the Buyer's plans, designs, specifications or instructions, Buyer shall indemnify and hold harmless, and defend Aventech International, Inc. from and against any damage, loss, expense, liability, claims, suits, judgments, decrees, and cost caused by or related to the plans designs, specifications or instructions for such goods, including patent infringement or alleged patent infringement.
- **Aventech International, Inc. Standard Product Warranty**
  - Aventech International, Inc. warrants that goods supplied shall, at the time of shipment to the Buyer, conform to applicable specification and drawing(s), and be free of defects in material and workmanship. Design, essential performance, or other provisions expressly stated to be goals or objectives shall be deemed to be requirements subject to this Warranty.
  - Unless otherwise specified, Aventech's obligations under this Warranty shall be limited to repair or replacement of the nonconforming goods at Aventech's discretion. The warranty period for newly manufactured goods shall extend twelve (12) months from the date of shipment unless a different warranty period is agreed upon by Aventech and is specifically identified contractually. The warranty period for repair/refurbished goods shall expire 90 days after shipment date from the Vendor. If the Buyer has proven to Aventech's satisfaction to have been supplied nonconforming goods at the time of shipment then Aventech's obligation under this warranty shall be limited to the repair of the nonconforming goods. As a condition of this Warranty, Buyer shall notify Aventech in writing of any claimed nonconformance immediately upon discovery and shall return the goods to Aventech for inspection and evaluation and will receive a Return Goods Authorization (RGA). An RGA must be issued by Aventech prior to the discrepant or non-conformant goods being returned for Warranty evaluation. Aventech shall not be responsible for any work done or un authorized repairs made by the Buyer or others at any time. Product tampering, disassembly, broken seals, or any attempt made to repair the goods by anyone other than person(s) authorized by Aventech will void the terms of the warranty.
  - Aventech shall not be responsible for the performance of any goods which incorporates items supplied by Aventech unless such performance is expressly designated as Aventech's responsibility under the terms of the written agreement between Aventech and the Buyer.



- Aventech shall not be liable for improper use, installation, accidents, operation or maintenance of goods supplied by Aventech nor for any damage resulting from, or from negligence on the part of the Buyers employees or agents.
- Aventech shall not be responsible for any consequential to incidental damages occasioned by failure of any goods supplied by Aventech or by failure of any component, part, assembly or sub-assembly item in which a good supplied by Aventech is incorporated.
- Unless previously agreed in writing, Aventech shall not provide field/site repairs, modifications, or any other field/site services under this Warranty.
- The Warranties contained herein are exclusive and are given in lieu of all other Warranties, expressed, implied or statutory, including the implied warranty of merchantability or fitness for a particular purpose, and all other obligations and liabilities. With respect to contracts directly between Aventech and the U.S. Government or Agencies, the rights and remedies afforded to the Government or Agency by this Standard Product Warranty are in addition to and do not limit any rights afforded by any other provisions of the contract.
- **Information, Data and Design**
  - Any proposal, prints, brochures, drawings, designs, data and other information furnished to the Buyer by Aventech before, after, or contemporaneously with execution of this contract are intended for the confidential use by the Buyer and shall remain the property of Aventech, its suppliers, Vendor(s) or OEM's (Original Equipment Manufacturers) and shall not be used to the detriment of Aventech's competitive position. When given, all such proposals, performance, and production projections, prints, brochures, drawings, designs, data and other information are based on Aventech International, Inc's knowledge and understanding, but are in all events, estimates only and oar not guaranteed or warranted in any respect. The providing of any design information by Aventech shall not constitute an assumption of design responsibility unless otherwise expressly assumed by Aventech International, Inc.
- **Cancellation of Contract**
  - Under no condition may the Buyer cancel their obligations under this contract. Any attempt to do so will entitle Aventech, in its sole discretion, to either (1) recover the direct, indirect and consequential damages arising by reason of the attempted cancellation, or (2) retain as liquidated damages any customer deposit made under this contract.
- **Applicable Law**
  - In the event of a dispute regarding any of the terms or conditions contained herein, the parties agree that the laws of Delaware will be applicable. The exclusive forum for any disputes, claims, differences, actions or lawsuits arising out of or under the order will be the state or federal courts of Delaware. The parties agree to submit to the jurisdiction of the state and federal courts of Delaware with respect to any such dispute, claim, difference, action or lawsuit.
- **Assignments**
  - The buyer's right may not be assigned or otherwise transferred to any other person or entity whether by operation of law or otherwise, without Aventech's prior written approval.
- **Waivers**
  - Waiver by Aventech of any breach of any of these provisions, or its failure to exercise any right, shall not be construed as a waiver of any other breach, or waiver to exercise any other right.
- **Indemnification**
  - Buyer will indemnify Aventech International, Inc. and hold Aventech International, Inc. harmless from any and all claims made by Buyer's employees or agents for injuries or damages including death, arising from or related to tasks performed under this quotation or contract.
- **Default**



- If the Buyer fails to pay any invoice when due, or fails to accept the shipment as scheduled, Aventech may at its option and without prejudice to other remedies, either defer further shipments until the default is corrected or cancel Aventech's remaining obligation(s) under the contract or PO.
- **Buyer's Authorization**
  - Buyer represents and warrants that the person who executed the offer which this instrument accepts, or will execute the Buyer's acceptance of the offer contained in this instrument, has duly executed the relevant documents on behalf of the Buyer and is duly authorized to act in this capacity.
- **Compliance with United States Export Regulations**
  - The Buyer is hereby placed on notice that technical data or goods furnished with this quotation, PO or Contract acknowledgement may relate to articles controlled by the U.S. Government for export and therefore, may be subject to export licensing requirements and limitations on disclosure or shipment to foreign national under U.S. law. Federal, criminal and civil penalties may result from violation of these export provisions. **The Buyer INDEMNIFIES AVENTECH INTERNATIONAL, INC. FROM ANY BREACH OF SUCH REQUIREMENTS AND LAWS FOLLOWING BUYER'S RECEIPT OF EXPORT CONTROLLED DATA OR GOODS.**
  - The Buyer acknowledges and agrees that the goods shall not be exported, re-exported, trans-shipped or otherwise transferred to Cuba, Iran, North Korea, Syria, Sudan or any other countries for which the United States maintains an embargo (Collectively, "Embargoed Countries"), or national or resident thereof, or to any person or entity on the U.S. Department of Treasury list of Specifically Designated Nationals, The U.S. Department of Commerce Denied Parties or Entity List. The lists of Embargoed Countries and Denied or Restricted Parties are subject to change without notice. Buyer represents or warrants that neither it nor any of their users is located in, a national or resident of, or under the control of an Embargoed Country or similarly Denied or Restricted Party. Buyer shall specifically obtain all required export licenses and authorizations from the U.S. Government before transferring or otherwise disclosing technical data, goods or technology, to any foreign person.
  - **Registration for ITAR Controlled Items.**
    - In accordance with 22 C.F.R. Part 122, any person who engages in the United States in the business of either manufacturing or exporting defense articles or furnishing defense services is required to register with the U.S. State Department's Directorate of Defense Trade Controls. Engaging in the business of manufacturing or exporting defense articles or furnishing defense services requires only the occasion of manufacturing or exporting a defense article or furnishing defense services. Manufacturers who do not engage in exporting must nevertheless register.
    - Acceptance of these terms and conditions certifies to Aventech International, Inc. that the Buyer is in compliance with 22 C.F.R. Part 120 as required and the Buyer's registration will remain valid during the terms of this agreement.
    - Further to acceptance, the Buyer further certifies it:
      - Understands its obligations to protect EAR and ITAR controlled goods and services as data as necessary from unauthorized disclosure or access to any foreign person employees or visitors.
      - In the performance of the contract, the Buyer understands its obligation to determine whether it will require the use of the third party subcontractors to access any technical data, goods and/ or services. If required, the Buyer is responsible for identifying and licensing any activity that require export authorization from the Department of Commerce, Bureau of Industry and Security or the Department of State, Directorate of Defense Trade Controls.
- **Corrupt Practices**

The Buyer presents and warrants that it understands that provisions of any relevant laws relating to the prevention of corruption and agrees to comply with them to the extent that they apply.