

Terms and Conditions:

1. Warranty

During the Warranty Period stated on the face of this Quotation, IND warrants that the identified products will be free from defects in material and workmanship. IND's obligations under this warranty and the sole remedy for its breach are limited to repair or at IND's option replacement at its facility of any parts of the products which prove to be defective or, at IND's sole discretion, refund of a pro-rata portion of the price paid for such non-conforming part, amortized on a straight line basis from the date of installation over the term of the Warranty Period or 3 years, whichever is the lesser.

This warranty is subject to the following conditions, terms, limitation and exclusions:

- a) The serial number must be presented along with the date of receipt of the product in question.
- b) The warranty does not cover any failure of the product due to use in a manner inconsistent with the manufacturer's instructions for the operation and maintenance of the product. The warranty also does not cover the failure of the product due to normal wear and tear, modification, tampering, adjustment, accident, harsh environment, coatings, chemicals or lubricants, acts of god, improper use or improper handling and/or loss, damage, or defect resulting from transportation to the buyer's facility by third party transport.
- c) The warranty does not cover charges for labor or other costs incurred in the troubleshooting, removal, delivery to IND's facility, reshipment to Buyer, re-installation, testing or similar actions.
- d) The warranty period starts upon the date that the products are installed, but not later than 30 days from the shipment date, confirmed by the date on the shipping documents. All warranty claims must be brought to the attention of IND within 30 days from the date of discovery of the defect and failure to do so will void the warranty.
- e) The warranties and remedies set forth in this Section 1 are exclusive and are in substitution for all other warranties, obligations and liabilities of IND. Buyer hereby waives all other rights and remedies with respect to any noncompliance in product, service, maintenance or other item furnished by or on behalf of IND including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose.

2. Limitation of Liability

- a) IND's entire liability, whether in contract, tort (including negligence), product liability, strict liability, or other legal or equitable theory, for any claim arising from or related to this quotation or any product, item or services furnished or to be furnished, by purchase order or otherwise, will in no event exceed the fees paid to IND by buyer for the applicable item which is the basis for the claim.
- b) In no event will IND be liable to buyer or to any of buyer's customers or any other person or entity for any bodily injury (including death) or property damage, loss of revenue, profit or use, interest or cost of money; or for cover; or for any punitive, indirect, incidental, exemplary, special or consequential damages arising out of IND's performance or nonperformance or the use of, inability to use or results of use of any item of maintenance, services, documentation or product. The disclaimers of liability included in this Section 2 shall remain in effect and shall continue to be enforceable in the event that any remedy herein shall fail of its essential purpose.

3. Delivery, Carriage and Handling

- a) All prices stated include crating and packaging but are exclusive of freight and insurance. Delivery shall be via Incoterms FOB IND. Upon request, IND will arrange for insurance and shipping on Buyer's behalf and its cost will be added to the final invoice plus a 10% administrative charge.
- b) The crating and packaging technique and materials used by IND will be consistent with the nature of the products and the hazards of transportation. IND reserves the right to deliver in partial shipments if required.

4. Pricing and Availability

IND reserves the right to amend the prices based on variation in labor and material costs present at the time of quotation and those in effect at the time of order performance. All products are subject to availability.

5. Payment

Unless otherwise agreed or provided in this Quotation, payment is to be made upon final invoicing which can occur contemporaneous with delivery. A failure to pay in full within 30 days following the date of invoice will incur a late payment fee of 20% of the purchase price and interest at the rate of 1.5% per month on the balance owing.

6. Confidentiality

- a) This Quotation and its accompanying documents contain confidential and proprietary information of IND. These documents shall not be distributed in whole or in part to anyone other than the addressed individual and company. Any disclosure, copying, distribution, or other use of this information is strictly prohibited. Any award based upon this quotation will remain confidential between IND and the Buyer.
- b) During consideration of this Quotation and subsequently in the performance of any Purchase Order based hereon, both parties may acquire certain information that is confidential, proprietary or trade secret information of the other party or a third party ("Confidential Information"). IND acknowledges that Buyer's Confidential Information includes its requirements, specifications, plans, processes, equipment, configurations, sales, operations, and customers. Buyer acknowledges that IND's Confidential Information includes its technical information, tooling, processes, materials, construction, assessment or testing techniques, trade secrets, technology, and pricing. Other Confidential Information of either party shall be clearly identified in writing as

Confidential at the time of disclosure or promptly thereafter unless the receiving party knew or should have known the confidential nature of the information being disclosed. The party receiving Confidential Information will: (a) use such information solely for evaluation of this Quotation or subsequent performance against any associated Purchase Order or other document; (b) not disclose such information to any third party (excluding agents which are not potential competitors of the disclosing party); and (c) otherwise protect such information from any unauthorized use or disclosure. The receiving party shall see that its employees, agents and affiliates having access to Confidential Information are bound by confidentiality obligations consistent with this provision.

7. Defense of Infringement Claims

- a) IND represents that to the best of its knowledge the quoted products do not infringe any U.S. patent, copyright or trademark. IND will defend Buyer against any claim or proceeding based upon infringement of any U.S. patent, copyright or trademark provided that the Buyer notifies IND of such proceeding promptly after Buyer receives notice thereof; IND has exclusive control over the defense and settlement of the proceeding, Buyer provides such assistance in the defense and settlement of the proceeding as IND may reasonably request, and Buyer complies with any settlement or court order made in connection with such proceeding (e.g., as to the future use of any infringing product).
- b) IND will: (i) indemnify Buyer against any and all damages, costs and attorneys' fees finally awarded against Buyer in any such proceeding or, if the action is settled, pay any amounts agreed by IND in settlement of such covered claims and (ii) reimburse the expenses Buyer reasonably incurs in providing the assistance requested by IND above.
- c) IND's obligations under this Section 7 will not apply to any infringement to the extent arising out of (a) any use or combination of the products with any other products, goods, services or other items furnished by anyone other than IND, (b) any modification or change not made by IND, (c) the use of an infringing version of the products when a comparable noninfringing version has been made available to Buyer, or (d) any product developed to specifications which Buyer has supplied or required of IND.
- d) In the event that IND reasonably believes Buyer will be required to discontinue use of the product, IND will do one of the following, selected by IND at its option: (a) IND will obtain for Buyer the right to continue use of the product; (b) IND will modify the product to make it noninfringing; or (c) if IND is not reasonably able to accomplish the foregoing, IND may rescind the sale and refund Buyer a pro-rata portion of the sales price Buyer paid for such product, amortized on a three-year straight line basis from the date of installation of the product.
- e) This Section 7 states the entire liability of IND with respect to infringement of any intellectual property right by any deliverable of IND or resulting from the performance of services by IND.

8. Technology Rights

All product innovations, information, and technology produced, conceived or otherwise developed ("Intellectual Property") by IND shall at all times remain the property of IND. IND shall grant Buyer a world-wide, perpetual, non-exclusive, personal, fully paid up license to use the Intellectual Property in conjunction with the operation and maintenance of the products, however, this does not extend to creating in-house or procuring from others the same or similar products.

9. Export

Buyer shall be responsible for obtaining any export and import licenses and other authorizations to facilitate the legal export of the products from the U.S., through any intermediate country and into the country of destination. Buyer shall inform IND of any such requirements and notify IND when proper arrangements have been made. IND will provide reasonable assistance to Buyer in completing the paperwork necessary to obtain licenses and authorizations. IND shall not be obligated to assist in shipping absent proper arrangements and failure to make proper arrangements shall not excuse Buyer's obligation to pay as though proper arrangements had been made.

10. Offer and Acceptance

This Quotation is an offer of sale and any Purchase Order referring to this Quotation or its content shall be deemed an acceptance of this Quotation including all of the terms appearing on its face and in these Terms and Conditions. Any terms and conditions of any Purchase Order issued by Buyer which conflict with or attempt to modify those of this Quotation are rejected and any acceptance signature by IND on any such Purchase Order shall be deemed and interpreted to be conditioned upon this provision unless such instrument calls out this provision by name and number, takes specific exception to its content, and is initialed by both parties next to such exception in addition to being signed by both parties.

We trust that this offer is in accordance with your requirements. Should you have any questions please do not hesitate to ask us.