

ENGINEERING ANALYTICS LABORATORY TERMS AND CONDITIONS OF SALE

1. Acceptance. The following terms and conditions of sale are applicable to all sales of Products or Services, and all quotations, order acknowledgements, and invoices from Engineering Analytics Laboratory, a.k.a EA Labs, ("Seller") and to all Purchase Orders from Seller's client ("Purchasers") and are the only terms and conditions applicable to the sale of Seller's Products or Services, except those relating solely to prices, quantities, delivery schedules, terms of payment, invoicing, shipping instructions, or descriptions of the products set forth in Purchaser's Purchase Orders (collectively, "Purchase Order Terms"). Purchase Orders, if accepted by Seller, are accepted subject to the terms and conditions set forth herein. Terms and Conditions herein, upon the Purchasers remittance of funds, supersede and nullify any and all other Terms or Conditions listed on any other business document, website, notification, electronic mail, or any other method of transfer of statements regarding products or services of the Seller unless specifically agreed to in writing by the Seller. Purchaser's acceptance of Products or Services ("Products or Services") called for in said Purchase Order shall constitute its acceptance of the following terms and conditions of sale (this "Agreement"). Any changes to these terms and conditions must be in writing and signed by Seller.
2. Suppliers. Seller utilizes external sources ("Suppliers") for designated consumables, parts, supplies, and services. By acceptance of quotes and remittance of payments, Purchaser will be subject to the Terms and Conditions of the Seller and Supplier. The following Terms and Conditions fall within, and do not exceed, the known and established Terms and Conditions of Seller's Suppliers to the best of the Seller's ability and available information. Supplier's Terms and Conditions are subject to change without notification to Seller or Purchaser.
3. Prices. Prices are in U.S. Dollars, and are subject to change without notice. Time of payment is of the essence. All orders are accepted subject to Seller's price in effect at time of shipment. Prices are subject to local, State, Federal, and foreign tax laws and requirements and shipping and handling fees. The Seller provides a best estimate for taxes and shipping and handling fees as a line item in the quote; however, taxes and shipping and handling fees are subject to change based on the time of payment remittance.
4. Terms of Payment. Unless otherwise expressly agreed to by the Seller in writing, terms of payment are upon receipt of the Seller's invoice and are due prior to services or supplies rendered. In the case of consumables, parts, or supplies, the inspection rights granted to the Purchaser will not affect or alter the payment terms or the timing of Purchaser's payment obligations. In the case of services, whether repair, maintenance, consultation, testing, or application support, rendered to Purchaser, payment may be contested within 10 business days of the completion of work constituted by the accepted quote. For payments delinquent by greater than 60 days, a 1.5% or higher interest fee shall be added per month until payment is made, and this interest rate will not exceed the highest value of Federal or State law. Under no circumstances will Purchaser have a right of set-off. If Purchaser fails to make any payment as required, Purchaser agrees to indemnify Seller for all costs and expenses, including reasonable attorney fees, court costs, associated expenses, and reasonable time incurred by Seller.
5. Credit Approval. No credit will be issued by the Seller except by proxy of payment due. For Net 30 payment agreements, a signed quote from the purchaser which is approved of by the Seller, the Purchaser will be required to remit payment within 30 days of the date of Invoice. If payment is delinquent or denied, Seller reserves the right to pursue payment for the goods named with all available established and legal methods with the bound of United States Federal Law and the laws of the State of Florida including but not limited to credit recovery services and lawsuit. Purchaser will be held liable for all expenses incurred in the recovery of payment including but not limited to attorney's fees, filing fees, court fees, associated expenses, and reasonable time.
6. Cancellation. Once the Seller has either accepted a Purchase Order or has begun taking actions with respect to such Purchase Order, such Purchase Order cannot be canceled, terminated, or modified by Purchaser in whole or in part except with Seller's consent in writing and then only upon terms and conditions to be agreed upon which shall include protection of Seller against all losses. Purchaser shall indemnify Seller for any costs incurred, including material and labor costs, in connection with any Purchase Order that Purchaser desires to cancel, terminate or modify. Purchase Order cancellations, terminations, or modifications must be made known to the Seller within 5 business days or prior to shipping. Upon shipping, orders can no longer be canceled or terminated. Warranty terms and conditions begin effect at the time of shipping.
7. Inspection / Non – Conforming Shipments. The Seller grants the Purchaser the right to inspect Products for a period of ten (10) business days immediately following delivery ("Inspection Period"). The Purchaser must notify the Seller of any Products that do not conform to the terms applicable to their sale within the inspection period, and afford the Seller a reasonable opportunity to inspect such Products and cure any nonconformity. If the Purchaser fails to provide the Seller with notice of nonconformity within the Inspection Period, the Purchaser shall be deemed to have accepted the Products. The Purchaser will have no right to return any Product without the Seller's prior written authorization. Any return authorized by the Seller must be made in accordance with the Seller's return policies then in effect and must be accompanied by a Return Authorization ("RA") from the Seller. The Purchaser will be responsible for all costs and expenses associated with any returns of Products and will bear the risk of loss or damage of such Products, unless the Seller agrees otherwise in writing or determines that the Products do not conform to the applicable terms of sale. The Seller, in its sole discretion, may reject any return of Product not approved by the Seller in accordance with this paragraph or otherwise not returned in accordance with the Seller's then current-return policies.
8. Title / Risk of Loss / Delivery. Unless other arrangements are made in writing, the Seller anticipates use of common carriers for transportation of Products between the Seller and the Purchaser. Unless specifically otherwise provided in the Seller's invoice, the carrier, and not the Seller, will bill for freight rates and other transportation charges. Such payments are solely the responsibility of the Purchaser, to be paid directly by the Purchaser to the carrier. All Products shall be shipped ex-works from the Seller's or the Seller's Supplier's plant and shall become the property of the Purchaser upon delivery to the carrier. The Purchaser shall assume all risk and liability for loss, damage, or destruction, as well as the results of any use or misuse by third parties who may acquire or use the Products illicitly after the delivery to the carrier. Unless mutually agreed upon, shipping dates are approximate and are based upon prompt receipt of all necessary information and payment remittance. Seller reserves the right to ship items as single or multiple shipments.
9. Damage. The Purchaser shall notify the Seller and the delivering carrier within ten (10) business days from date of receipt of Products, of any damage or shortage, and afford the Seller a reasonable opportunity to inspect the Products. Any loss occasioned by damage or shrinkage in transit will be for the Purchaser's account and claims for such loss shall be made solely against the carrier.
10. Warranty. The Seller and the Purchaser are subject to all Terms and Conditions of the Seller's Suppliers for new, used, or refurbished Products. Warranty Terms herein are subject to changes by the Seller's Supplier without notification, and represent existing Terms and Conditions to the best of the Seller's knowledge and information. New Product Purchase – For all Products with the specific exception of product manuals, Sample Holders, Furnaces and Thermocouples, for a period of 3 months from the date of shipment, the Seller or Seller's Suppliers warrants products furnished hereunder to conform to specifications under normal use and service. Parts which are replaced under warranty will be warranted for the remaining period of the original warranty. Client's Material Returned for Repair - For a period of 3 months

from the date of shipment, the Seller or Seller's Supplier warrants products furnished hereunder to conform to specifications under normal use and service. Any claim on account of defective products or for any other cause whatsoever shall conclusively be deemed waived by the Purchaser unless written notice thereof is given to the Seller promptly after discovery but no later than forty-five (45) days from date of shipment. The Seller or Seller's Supplier shall have the right either to replace or repair any defective products. The Seller's liability and Purchaser's exclusive remedy for defective products shall be limited solely to replacement or repair, as the Seller may elect. The Seller may request return of defective product for evaluation. Upon this request, the Seller will issue a return authorization number ("RAN" or "RA#"). The Purchaser will ship the defective component prepaid to the Seller within forty-five (45) days following this request. Product not returned within 45 days will be declared "not warrantable" and invoiced to the Purchaser. Service Warranty Terms and Conditions are defined within the Seller's Quote, and any alterations or terminations of the Service Warranty must be in writing and approved by the Seller. The Purchaser must submit claims against Service Warranty Terms and Conditions within 60 days of the Payment or within 30 days of a Service Visit.

11. Disclaimer of Further Warranties. There are no warranties, expressed or implied, with respect to product manuals, sample holders, furnaces, or thermocouples. Except as set forth above, the Seller makes no warranty or representation of any kind, expressed or implied (including no warranty of merchantability or fitness for any particular purpose) with respect to the Seller's or Seller's Supplier's products or the services. Without limiting the generality of the foregoing, or the provisions of the Section Titled "Limitation of Liability and Remedies" hereof, the Seller shall not be responsible, under any circumstances, for damage caused to any product by fire, water, storms, electrical surge, acts of terrorism, other party acts of malicious behavior, or acts of God, and shall have no obligation to replace or repair any product damaged under such circumstances.

12. Limitation of Liability and Remedies. The Seller shall not be liable, and the Purchaser waives all claims against the Seller, for incidental, special, punitive, or consequential damages, lost profits, or commercial losses, whether or not based upon the Seller's or Seller's Supplier's negligence or breach of warranty or strict liability in tort or any other cause of action. The Seller will not be liable to the Purchaser for any loss, damage, or injury to persons or property resulting from the handling, storage, transportation, resale, or use of its products in manufacturing, storage, transportation, resale, or use of its products or Supplier's Products in manufacturing processes, or in combination with other substances, or otherwise. In no event will the Seller's or Seller's Supplier's liability under this agreement or in connection with the sale of Products by the Seller exceed the purchase price of the specific products or services as to which the claim is made.

13. Technical Data. All statements, recommendations, reports, applications, and consultations are either based on the tests, known methodologies, established procedures, research, or experience that the Seller believes to be reliable, but are not guaranteed as accurate, appropriate, or definitive under the law or strict applications.

14. Product Use. The Purchaser is solely responsible for determining whether any Product is fit for a particular purpose and suitable for the Purchaser's method of application. Accordingly, and due to the nature and manner of use of the Seller's and Seller's Supplier's Products, the Seller is not responsible for the results or consequences of use, misuse, or application of the Seller or Seller's Supplier's Products by any person or legal entity.

15. Taxes. The Purchaser shall pay to the Seller, in addition to the purchase price, the amount of all fees, duties, licenses, tariffs, and all sales, use, privilege, occupation, excise, or other taxes, Federal, State, local, or foreign, which the Seller is required to pay or collect in connection with the Products or Services sold to Purchaser. Failure by the Seller to collect any such fees or taxes shall not affect the Purchaser's obligations hereunder and the Purchaser shall fully defend, indemnify, and hold harmless the Seller with respect to such tax obligations.

16. Ownership of Intellectual Property. All drawings, know-how, designs, specifications, inventions, devices, developments, processes, copyrights, and other information or Intellectual Property disclosed or otherwise provided to the Purchaser by the Seller or Seller's Supplier(s) and all rights therein (collectively, "Intellectual Property") will remain the property of the Seller or Seller's Supplier(s) and will be kept confidential by the Purchaser in accordance with these terms and conditions. The Purchaser shall have no claim to, nor ownership interest in, any Intellectual Property and such information, in whatever form and any copies thereof, shall be promptly returned to the Seller upon written request from the Seller. The Purchaser acknowledges that no license or rights of any sort are granted to the Purchaser hereunder in respect of any Intellectual Property. Consultation, Research, and Application Support Services (collectively, "Consultation Service") – the Seller retains ownership of all drawings, know-how, designs, specifications, inventions, devices, developments, processes, methodologies, and Intellectual Property used to provide Consultation Services. The Purchaser is authorized to handle, utilize, and apply information purchased from the Seller in terms of their needs, business interests, and applications. The Purchaser is considered the co-owner of final documentation or deliverables, only unless otherwise stated on the documentation, deliverable, or terms and conditions of Consultation Service. The Purchaser may not sell, publicly display, or otherwise distribute outside of the Purchaser's legal entity any documentation or deliverables without the written consent of the Seller.

17. Force Majeure. The Seller shall not be liable for failure to perform or delay in performance or delivery of any Products or Services due to (a) fires, floods, strikes, or other labor disputes, accidents, sabotage, terrorism, war, riots, acts of precedence or priorities granted at the request or for the benefit, directly or indirectly, of any federal, state or local government or any subdivision or agency thereof, delays in transportation or lack of transportation facilities, restrictions imposed by federal, state or local laws, rules or regulations; or (b) any other cause beyond the control of the Seller. In the event of the occurrence of any of the foregoing, the time for performance shall be extended for such time as may be reasonably necessary to enable the Seller to perform. The Seller may, during any period of shortage due to any of the above circumstances, allocate its available supply of Products or Services among itself and its Purchasers in such manner as the Seller, in its judgment, deems fair and equitable.

18. Assignment and Delegation. No assignment of any rights or interest or delegation of any obligation or duty of the Purchaser under these terms and conditions, the Seller's quotation, order acknowledgement, or invoice, or the Purchaser's Purchase Order may be made without the prior written consent of the Seller. Any attempted assignment or delegation will be wholly void and totally ineffective for all purposes.

19. Integration Clause. These terms and conditions, together with the Seller's quotation, order acknowledgement and invoice to a Purchase Order accepted by the Seller, constitute the entire contract of sale and purchase between the Seller and the Purchaser with respect to the Products and Services covered by this Agreement, and supersedes any prior agreements, understandings, representations and quotations with respect thereto. No modification hereof shall be of any force or effect unless in writing and signed by the party claiming to be bound thereby.

20. Waiver. No failure of the Seller to insist upon strict compliance by the Purchaser with these terms and conditions or to exercise any right accruing from any default of the Purchaser shall impair the Seller's rights in case the Purchaser's default continues or in case of any subsequent

default by the Purchaser. Waiver by the Seller of any breach by the Purchaser of these terms and conditions shall not be construed as a waiver of any other existing or future breach.

21. Limitation of Actions. Notwithstanding any contrary statute of limitations, any cause of action for any alleged breach of these terms and conditions by the Seller shall be barred unless commenced by the Purchaser within one (1) year from the accrual of such cause or action.

22. Choice of Laws. Any dispute arising out of or related to this Agreement, shall be governed by and construed according to the laws of the State of Florida and litigated exclusively in a state or federal court located in Brevard County, Florida. The parties hereby agree to the exclusive jurisdiction and venue of such courts.

23. Jury Waiver. The parties hereto expressly release and waive any and all rights to a jury trial and consent to have any dispute heard solely by a Court of competent jurisdiction.

24. Severability. If any provision herein shall be held to be unlawful or unenforceable, the remaining provisions herein shall remain in full force and effect.