

Q-Lab Corp. Standard Terms and Conditions of Sale

These terms and conditions govern the sale of Products (“Product or Products”) and provisions of services (“Services”) by Q-Lab Corp. (Q-Lab) and its affiliates, which include Q-Lab Europe, Q-Lab China, Q-Lab Deutschland, Q-Lab Florida, and Q-Lab Arizona (collectively “Seller”). These terms and conditions (“Agreement”) take precedence over Buyer’s supplemental or conflicting terms and conditions to which notice of objection is hereby given. Neither Seller’s commencement of performance or delivery shall be deemed or construed as acceptance of Buyer’s supplemental or conflicting terms and conditions. Seller’s failure to object to conflicting or additional terms will not change or add to the terms of this Agreement. Buyer’s acceptance of the Products and/or Services from Seller shall be deemed to constitute acceptance of the terms and conditions contained herein.

1. **Orders:** All orders placed by Buyer are subject to acceptance by Seller. Orders may not be cancelled or rescheduled without Seller’s written consent. All orders must identify the products, unit quantities, part numbers, applicable prices and requested delivery dates of the Products and Services being purchased. Seller may in its sole discretion allocate Product and Services among its Customers.
2. **Prices:** The prices of the Products and Services are those prices specified on the front of the invoice. Unless otherwise specified, prices do not include shipping, freight, duty, VAT or tariff. Price quotations shall automatically expire thirty (30) days from the date issued. All prices are subject to change without notice in the event of any changes in cost of materials or labor, specifications, quantities, delivery schedules, customs duties, other factors beyond Seller’s control, or in the event of delays caused by instructions of Buyer, or the failure of Buyer to give Seller adequate information.
3. **Taxes:** Unless otherwise agreed to in writing by Seller, all prices quoted are exclusive of transportation and insurance costs, duties, and all taxes including federal, state and local sales, excise and value added, goods and services taxes, and any other taxes. Buyer agrees to indemnify and hold Seller harmless for any liability for tax in connection with the sale, as well as the collection or withholding thereof, including penalties and interest thereon. When applicable, transportation and taxes shall appear as separate items on Seller’s invoice.
4. **Payment:** Payment may be made by check, money order, credit card, or wire transfer (all fees are borne by the Buyer). Seller may require full or partial payment in advance. Where Seller has extended credit to Buyer, terms of payment shall be net thirty (30) days from date of invoice, without offset or deduction, or as specified on the quotation or order acknowledgement. On any past due invoice, Seller may impose interest at the rate of one and a half percent [1.5%] per month. If Buyer fails to make each payment when it is due or in the event of bankruptcy or insolvency of Buyer, Seller reserves the right to change or withdraw credit and thereby suspend or cancel performance under any or all purchase orders or agreements in which Seller has extended credit to Buyer. In the event of default by Buyer, Seller shall be entitled to costs, fees, and expenses, including but not limited to recovery of attorney fees, court costs and fees, and collections costs.
5. **Delivery and Title:** All deliveries will be made “EXWORKS” place of shipment, unless otherwise specified. Title and risk of loss pass to the Buyer upon delivery of the Product to the carrier. Seller’s delivery dates are estimates only and Seller is not liable for delays in delivery or for failure to perform due to causes beyond the reasonable control of the Seller, nor shall the carrier be deemed an agent of the Seller. A delayed delivery of any part of an Order does not entitle Buyer to cancel other deliveries.
6. **Acceptance / Returns:** Buyer shall perform all inspections and tests Buyer deems necessary as promptly as possible but in no event later than 90 days after delivery of Product, at which time Buyer will be deemed to have irrevocably accepted the Products. Any discrepancy in shipment quantity must be reported within 7 days after delivery. Buyer may not return Products without a return material authorization (“RMA”) number. An RMA is valid for 30 days from the date issued. Any Product returned by Buyer due to Buyer’s error will be subject to a restocking charge equivalent to 15% of the value of such Products specified in Seller’s invoice to Buyer, with a minimum of \$50.00 and up to a maximum of \$400.00 per line item. Product must be returned in good condition, and Buyer is responsible for all return freight costs and any damage to returned Products.
7. **Limited Warranty:** Products are guaranteed against defects in workmanship or materials for one year. Liability is limited to replacing or repairing part(s) that are defective in materials or workmanship. Parts are to be returned to our factory, shipping costs prepaid. Liability in all events is limited to the purchase price paid. Damage due to accident or abuse is not covered. Labor cost is not covered.

EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS AND CONDITIONS, ALL IMPLIED WARRANTIES, TERMS AND CONDITIONS (WHETHER STATUTORY OR OTHERWISE) ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. IN PARTICULAR, SELLER MAKES NO WARRANTY RESPECTING THE MERCHANTABILITY OF THE PRODUCTS OR THEIR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND WARRANTIES AGAINST LATENT DEFECTS.
8. **Limitation of Liabilities:** BUYER SHALL NOT BE ENTITLED TO, AND SELLER SHALL NOT BE LIABLE FOR, LOSS OF PROFITS OR REVENUE, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEADS, BUSINESS INTERRUPTION COST, LOSS OF DATA, REMOVAL OR REINSTALLATION COSTS, INJURY TO REPUTATION OR LOSS OF BUYERS, PUNITIVE DAMAGES, INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT, LOSS OF CONTRACTS

OR ORDERS OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. BUYER’S RECOVERY FROM SELLER FOR ANY CLAIM SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCTS OR SERVICES IRRESPECTIVE OF THE NATURE OF THE CLAIM WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. BUYER WILL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM ANY CLAIMS BASED ON (a) SELLER’S COMPLIANCE WITH BUYER’S DESIGNS, SPECIFICATIONS, OR INSTRUCTIONS, (b) MODIFICATION OF ANY PRODUCTS BY ANYONE OTHER THAN SELLER, or (c) USE IN COMBINATION WITH OTHER PRODUCTS.
9. **Export Control:** Buyer certifies that it will be the recipient of the Products and Services to be delivered by Seller. Buyer acknowledges that the Products are subject to the export/import control laws and regulations of various countries, including the Export Administration Laws of the United States. Products sold by Seller cannot be transferred, sold or re-exported to any party on the Entity List or Restricted Person List of the U. S. Department of Commerce Bureau of Industry and Security, any party designated by the U.S. Treasury Department’s Office of Foreign Assets Control, and any party debarred or sanctioned for proliferation or terrorism reasons by the U.S. State Department.
10. **Use of Products:** Products sold by Seller are intended for use solely for purposes expressly defined by Seller. Products are not designed, intended or authorized for use in life support, life sustaining, nuclear, or other applications in which the failure of such Products could reasonably be expected to result in personal injury, loss of life or catastrophic property damage. If Buyer uses or sells the Products for use in any such applications: (1) Buyer acknowledges that such use or sale is at Buyer’s sole risk; (2) Buyer agrees that Seller is not liable, in whole or in part, for any claim or damage arising from such use; and (3) Buyer agrees to indemnify, defend and hold Seller harmless from and against any and all claims, damages, losses, costs, expenses and liabilities arising out of or in connection with such use or sale.
11. **Force Majeure:** Seller is not liable for failure to fulfill its obligations for any accepted Order or for delays in delivery due to causes beyond Seller’s reasonable control including, but not limited to, acts of God, natural or artificial disaster, riot, war, strike, delay by carrier, port congestion, acts of or failure to act on the part of Buyer or its agents/employees, shortage of Product, acts or omissions of other parties, acts or omissions of civil or military authority, Government priorities, changes in law, material shortages, fire, strikes, floods, epidemics, quarantine restrictions, acts of terrorism, delays in transportation or inability to obtain labor, materials or Products through its regular sources, which shall be considered as an event of force majeure excusing Seller from performance and barring remedies for non-performance. In an event of force majeure condition, the Seller’s time for performance shall be extended for a period equal to the time lost as a consequence of the force majeure condition without subjecting Seller to any liability or penalty. Seller may, at its option, cancel the remaining performance, without any liability or penalty, by giving notice of such cancellation to the Buyer.
12. **Technical Assistance or Advice:** If technical assistance or advice are offered or given to Buyer, such assistance or advice is given free of charge and only as an accommodation to Buyer. Seller shall not be held liable for the content or Buyer’s use of such technical assistance or advice nor shall any statement made by any of Seller’s representatives in connection with the Products or Services constitute a representation or warranty, express or implied.
13. **Resale of Products or Services:** Seller shall not be obligated to perform repair or replacement of parts for Products or Services resold by Buyer. In addition, any repair or replacement of parts by Seller shall be solely at Seller’s discretion. The agreement by Seller to perform any repairs or replacement of parts for Products or Services shall not constitute or create an obligation by Seller to continue to perform repairs or replacement of parts on such Product or any other Products owned by the same entity. Buyer acknowledges that any software which is incorporated in or provided with a Product is the property of Seller, and Buyer has a license to use such software only to the extent needed to operate the Product in accordance with Seller’s operating instructions. Buyer shall not modify or decompile any such software, nor use or resell any such software, separate and apart from the Product.
14. **General:** (a) The laws of the State of Ohio, U.S.A. will exclusively govern any dispute between Seller and Buyer; (b) Buyer may not assign this Agreement without the prior written consent of Seller. Seller or its affiliates may perform the obligations under this Agreement. This Agreement is binding on successor and assigns.