



## **Terms and Conditions of Product and Service Sales**

These terms and conditions of sales, which appear on all invoices, are the terms and conditions upon which Zcomax Technologies makes all sales. Zcomax will not accept any other terms and conditions of sale, unless Buyer and Zcomax have executed a master contract which specifically supersedes and replaces these terms and conditions. Acceptance of all purchase orders is expressly made conditional upon Buyer's agreement, expressed or implied, to the terms and conditions set forth herein without modification or addition.

### **1. ACCEPTANCE**

Buyer's acceptance of these terms and conditions shall be indicated by any of the following, whichever first occurs: (a) Buyer's making of an offer to purchase Product from ZCOMAX ; (b) Buyer's written acknowledgment hereof; (c) Buyer's acceptance of any shipment of any part of the items specified for delivery (the "Products"); or (d) any other act or expression of acceptance by Buyer. ZCOMAX's acceptance is expressly limited to the terms and conditions hereof in their entirety without addition, modification or exception, and any term, condition or proposals hereafter submitted by Buyer (whether oral or in writing) which is inconsistent with or in addition to the terms and conditions set forth hereon is objected to and is hereby rejected by ZCOMAX. ZCOMAX's silence or failure to respond to any such subsequent or different term, condition or proposal shall not be deemed to be ZCOMAX's acceptance or approval thereof.

### **2. DELIVERY**

Unless otherwise agreed in writing, delivery shall be made in accordance with ZCOMAX's shipping policy in effect on the date of shipment. For all domestic transactions, unless otherwise stated on the front of the invoice, title to, and all risk of loss or damage with respect to the Products shall pass to Buyer upon delivery by ZCOMAX to the carrier or Buyer's representative at ZCOMAX's warehouse or plant. For all international transactions, the Product shall be sold on a delivered, insurance paid, duty and international freight unpaid basis. ZCOMAX assumes no responsibility for charges attendant to Customs clearance in the country of delivery, customs duty, VAT or any other charges or taxes within the country designated for delivery by the Buyer. Title and risk of loss shall pass to the Buyer upon delivery to the port designated by the Buyer and prior to Customs clearance. Delivery is subject to the payment provisions set forth herein and to ZCOMAX's receipt from Buyer of all necessary information and documentation from Buyer including all import certificates, exemption and/or resale certificates, licenses and other documents as may be required from Buyer for export of the Product. Buyer shall promptly notify ZCOMAX, in no event later than five (5) business days after delivery, of any claimed shortages or rejection as to any delivery. Such notice shall be in writing and shall be reasonably detailed, stating the grounds for any such rejection. Failure to give any such notice within such time shall be deemed an acceptance in full of any such delivery. ZCOMAX shall not be liable for any shipment delays beyond the reasonable control of ZCOMAX which affect ZCOMAX including, but not limited to, delays caused by unavailability or shortages of components from ZCOMAX's suppliers; natural disasters, acts of war; acts or omissions of Buyer; fire, strike, riot, or governmental interference; unavailability or shortage of materials, labor, fuel or power through normal commercial channels at customary and reasonable rates; failure or destruction of plant or equipment arising from any cause whatsoever; or transport failures.

### **3. PRICE AND PAYMENT**



Buyer shall bear all applicable federal, state, municipal and other government taxes (such as sales, use and similar taxes), as well as import or customs duties, license fees and similar charges, however designated or levied on the sale of the Products (or the delivery thereof) or measured by the purchase price paid for the Products. (ZCOMAX's prices set forth on the front side of the invoice do not include such taxes, fees and charges.) Unless otherwise specified, payment terms are COD, cashier's check or TT in advance. Net Terms will be honored based on your credit and trade references for USA based customers. Credit card payment is also available for North America customers.

#### **4. PRODUCT RETURNS**

Return of Products purchased hereunder, whether for DOA or defective repair purposes shall be governed by ZCOMAX's Product Return policies and procedure, or as otherwise provided by ZCOMAX to Buyer in writing. In the event ZCOMAX issues a return authorization to Buyer allowing Buyer to return Product to ZCOMAX, Buyer will deliver the Product to ZCOMAX's address in the United States.

#### **5. LIMITATION OF LIABILITY**

ZCOMAX shall not be liable under any circumstances for any special, consequential, incidental, PUNITIVE or exemplary damages arising out of or in any way connected with the agreement to sell Product to Buyer or the Product, including, but not limited to, damages for lost profits, loss of use, lost data or for any damages or sums paid by Buyer to third parties, even if ZCOMAX has been advised of possibility of such damages. The foregoing limitation of liability shall apply whether any claim is based upon principles of contract, warranty, negligence or other tort, breach of any statutory duty, principles of indemnity or contribution, the failure of any limited or exclusive remedy to achieve its essential purpose, or otherwise.