

## 1501 W. Campus Dr. Unit M, Littleton, CO 80120

## General

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by any course of performance. No modification of the contract shall be effective unless it is in writing and signed by ORI.

**CONTROLLING PROVISIONS:** No terms and conditions other than the terms and conditions contained herein shall be binding upon Seller unless accepted by Seller in writing and signed by the Seller's General Manager. All terms and conditions contained in any prior oral or written communication, including, without limitation, Buyer's purchase order, which are different from or in addition to the terms and conditions herein are hereby rejected and shall not be binding on Seller, whether or not they would materially alter this document, and Seller hereby objects thereto. All prior proposals, negotiations and representations, if any, are merged herein. Buyer will be deemed to have assented to all terms and conditions contained herein if any part of the goods and/or services described herein are shipped or an invoice is presented in connection with the said goods and/or services.

**INVOICE, PAYMENT AND DISCOUNT TERMS:** Buyer agrees to pay for the products and/or services according to the following terms:

(A) Payment Schedule:

(B) Payment is due at time of sale. Credit card payments, PayPal, or other good funds are expected at time of sale. In some cases, after prior approval, Seller may extend credit to Buyer, and the payment is due within 30 days after the date of sale.

(C) If Payment is not received by Seller within 45 days after Sellers invoice date, then Buyer will be in default, and Buyer's entire account(s) with Seller shall become immediately due and payable. All amounts due will begin to accrue interest at the rate of 18% per annum, starting at the date of sale.

(D) Payment adjustments will be made by Seller if necessary to subsequent invoices to include any discounts and/or penalties from prior invoices as a carry forward amount to determine the corrected balance due.

**REMEDIES OF SELLER:** Upon default by Buyer, Buyer agrees to reimburse Seller for all items purchased, damages, attorney fees and court costs incurred by Seller in connection therewith. Buyer agrees that any of the following shall constitute an event of default which shall enable Seller, at its option, to cancel any unexecuted portion of this order or to exercise any right or remedy which it may have by law: (a) the failure of Buyer to perform any term or condition contained herein; (b) any failure of Buyer to give required notice; (c) the insolvency of Buyer or its failure to pay debts as they mature, an assignment by Buyer for benefit of its creditors, the appointment of receiver for Buyer or for the materials covered by this order or the filing of any petition to adjudicate Buyer bankrupt; (d) the death, incompetence, dissolution or termination of existence of Buyer; (e) a failure by Buyer to provide adequate assurance of performance within ten (10) days after a justified demand by Seller. All rights and remedies of Seller herein are in addition to, and shall not exclude, any rights or remedies that Seller may have by law. In the event it becomes necessary to incur any expense for collection of any overdue account, reasonable collection charges, including reasonable attorneys' fees, will be added to the balance due and Buyer shall pay all such charges.

**GOVERNING LAW:** This transaction shall be governed in all respects by the laws of the Colorado. All actions, regardless of form, arising out of or related to this transaction or the products sold hereunder must be brought against Seller within the applicable statutory period, but in no event more than ONE (1) YEAR after the date of invoice.

**DELIVERY:** Normal shipment of products is within 10 days after contract award. Seller will make a good faith effort to complete delivery of the products as indicated by Seller in writing, but Seller assumes no responsibility or liability and will accept no back charge for loss or damage due to delay or inability to deliver, whether or not such loss or damage was made known to Seller, including, but not limited to, liability for Seller's non-performance caused by acts of God, war, labor difficulties, accidents, inability to obtain materials, delays of carriers, contractors or suppliers or any other causes of any kind whatever beyond the control of Seller. Under no circumstances shall Seller be liable for any special, consequential, incidental, indirect, or liquidated damages, losses, or expense (whether or not based on negligence) arising directly or indirectly from delays or failure to give notice of delay.

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**SHIPMENTS:** All products are shipped FOB, point of shipment. Risk of loss shall transfer to the Buyer upon tender of goods to Buyer, Buyer's representative, or common carrier. All shipping costs will be the responsibility of Buyer. The cost of any special packing or special handling caused by Buyer's requirements or requests shall be added to the amount of the order. If Buyer causes or requests a shipment delay, or if Seller ships or delivers the products erroneously as a result of inaccurate, incomplete or misleading information supplied by Buyer or its agents or employees, storage and all other additional costs and risks shall be borne solely by Buyer. Claims for products damaged or lost in transit should be made by Buyer to the carrier, as Seller's responsibility ceases upon tender of goods to Buyer, Buyer's representative or common carrier.

**TAXES:** The amount of any sales, excise or other taxes, if any, applicable to the products shall be added to the purchase price and shall be paid by Buyer unless Buyer provides Seller with an exemption certificate acceptable to the taxing authorities. Any taxes which Seller may be required to pay or collect under any existing or future law, upon or with respect to the sale, purchase,

delivery, storage, processing, use or consumption of any of the products, including taxes upon or measured by the receipts from the sale thereof, shall be for the account of the Buyer, who shall promptly pay the amount thereof to Seller upon demand.

**SEVERABILITY:** These terms and conditions of sale shall not be construed against the party preparing them, but shall be construed as if all parties jointly prepared these terms and conditions of sale and any uncertainty or ambiguity shall not be interpreted against any one party. If any provision hereof is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be fully sever able and the terms and conditions herein shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been made a part hereof. The remaining provisions herein shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provisions or by their severance here from.

**CERTIFICATIONS:** Seller certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. Seller certifies further that its services are performed in compliance with the Fair Labor Standards Act of 1938, as amended.

**NON-WAIVER:** Seller's failure to insist upon the strict performance of any term or condition herein shall not be deemed a waiver of any of Seller's rights or remedies hereunder, nor of its right to insist upon the strict performance of the same or any other term herein in the future. No waiver of any term or condition hereunder shall be valid unless in writing and signed by Seller's General Manager.

**OFFER DURATION LIMITED:** All technical and price proposals for products and/or services from Omnitech Robotics Inc. are valid for a limited duration of 30 days from the date of first submission, unless otherwise stated on the proposal.

**FIRM FIXED PRICE:** All proposals for products and/or services from Omnitech Robotics Inc. are bid on a firm fixed price basis. Any type of cost type contract is not acceptable.

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