

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

General

- All web pages © 2012 2020 Omnitech Robotics Inc.
- Content of these pages may not be reproduced without permission. All rights reserved.
- Any product, process, or technology described in these pages may be the subject of patents and other intellectual property rights reserved by Omnitech Robotics Inc. and is not licensed under this copyright.
- This publication is provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement.
- Changes may be periodically incorporated in new editions of this publication. Omnitech Robotics Inc. may make changes in the product(s) described in this publication at any time.

Terms and Conditions of Sale

FORMATION OF CONTRACT AND MODIFICATIONS: Omnitech Robotics Inc. (ORI) ("Seller") is offering to sell to Buyer, products and/or services as detailed in this "Quote" or online in response to our web site offers that include these Terms and Conditions of sale. By placing an order with ORI, Buyer indicates their acceptance of all terms and conditions in this document, and agrees to be bound to the terms and conditions of this agreement contract. Any different or additional terms of Buyer are hereby objected to and rejected by ORI.

MODIFICATIONS: This agreement contract shall not be modified by, or interpreted by reference to, any course of dealing and shall not be modified

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.

WARRANTY: THE BUYER'S SOLE AND EXCLUSIVE WARRANTY, IF ANY, IS LIMITED TO ONE YEAR COVERAGE OF ALL MATERIAL AND LABOR FOR REPAIR OF ANY PRODUCTS MANUFACTURING DEFECTS. SELLER MAKES NO OTHER EXPRESSED OR IMPLIED WARRANTIES. CONSIDERATION FOR WARRANTY REPAIRS REQUIRES BUYER TO RETURN PRODUCTS TO SELLER FOR DETERMINATION OF CAUSE. DAMAGES DUE TO NEGLECT, IMPROPER USE, OR SHIPPING OR HANDLING DAMAGE ARE NOT COVERED UNDER THIS WARRANTY. SELLER HEREBY DISCLAIMS ALL EXPRESSED OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES, AND IN NO EVENT, WILL SELLER BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER LOSS, DAMAGE, COST OF REPAIRS OR INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR LIQUIDATED DAMAGES OF ANY KIND, WHETHER BASED UPON WARRANTY, CONTRACT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION ARISING IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, TRANSPORTATION, INSTALLATION, USE OR REPAIR OF THE PRODUCTS SOLD BY SELLER. BUYER HEREBY ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCES, AND IN NO EVENT, SHALL SELLER'S LIABILITY, IF ANY, EXCEED THE NET SALES PRICE OF THE DEFECTIVE PRODUCT(S); NO ADDITIONAL ALLOWANCE SHALL BE MADE FOR THE LABOR OR EXPENSE OF REPAIRING OR REPLACING DEFECTIVE PRODUCTS OR WORKMANSHIP OR DAMAGE RESULTING FROM THE SAME.

RECOMMENDATIONS BY SELLER: Buyer acknowledges that Seller does not make and specifically negates, renounces and disclaims any representations, warranties and/or guaranties of any kind or character, expressed or implied, with respect to (i) the products use, application or operation, merchantability, their fitness for a particular purpose, (ii) the maintenance or other expenses to be incurred in connection with the products, (iii) the engineering, design, fabrication work or any other work or service (whether gratuitous or for payment) supplied by Seller and/or its agents, suppliers and employees or (iv) the accuracy or reliability of any information, designs or documents furnished to Buyer. Seller neither assumes, nor authorizes any person to assume for it, any other obligation in connection with the sale of its products and/or rendering of its services. Any recommendations made by Seller concerning the use, design, application or operation of the products shall not be construed as representations or warranties, expressed or implied. Failure by Seller to make recommendations or give advice to Buyer shall not impose any liability upon Seller.

INDEMNIFICATION: The Buyer shall at its own expense apply for and obtain any licenses required for the installation and/or use of the products. Seller makes no promise or representation that the products or services will conform to any federal, state or local laws ordinances, regulations, codes or standards, except as particularly specified and agreed upon in writing by an authorized representative of Seller. The Seller's products are not for use in or with any nuclear facility unless specifically so stated by Seller in writing.

LIABILITY: Seller shall not be responsible for any losses or damages sustained by the Buyer or any other person as a result of improper use, installation or misapplication of the products. Buyer shall defend, indemnify and hold harmless Seller and its agents and employees against any loss, damage, claim, suit, liability, judgment or expense (including, without limitation, attorney's fees) arising out of or in connection with any injury, disease or death of persons (including, without limitation, Buyer's employees and agents) or damage to or loss of any property or the environment, or violation of any applicable laws or regulations resulting from or in connection with the sale, transportation, installation, use, or repair of the products by Buyer or of the information, designs, services or other work supplied to Buyer, whether caused by the concurrent and/or contributory negligence of Buyer, Seller, or any of their agents, employees or suppliers. The obligations, indemnities and covenants contained in this paragraph shall survive the consummation or termination of this transaction.

ORI DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR PRODUCT NOT BEING AVAILABLE FOR USE, LOST PROFITS, LOSS OF BUSINESS OR FOR LOST OR CORRUPTED DATA OR SOFTWARE, OR THE PROVISION OF SERVICES AND SUPPORT. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ORI WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. BUYER AGREES THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCT, ORI IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AMOUNT INVOICED FOR THE APPLICABLE PRODUCT. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE REMEDIES SET FORTH IN THIS AGREEMENT SHALL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE. **INSPECTION AND ACCEPTANCE:** Claims for damage, shortage or errors in shipping must be reported within three (3) days following delivery to Buyer. Buyer shall have fourteen (14) days from the date Buyer receives any products to inspect such products and services for defects and nonconformance which are not due to damage, shortage or errors in shipping and notify Seller, in writing, of any defects, nonconformance or rejection of such products. After such fourteen (14) day period, Buyer shall be deemed to have irrevocably accepted the products, if not previously accepted. After such acceptance, Buyer shall have no right to reject the products for any reason or to revoke acceptance. Buyer hereby agrees that such fourteen (14) day period is a reasonable amount of time for such inspection and revocation. Buyer shall have no right to order any change or modification to any product or service previously ordered by Buyer or its representatives or cancel any order without Seller's written consent and payment to Seller of all charges claimed owed to or incurred by Seller. Specially fabricated or ordered items may not be canceled or returned, and no refund will be made. The sole and exclusive remedy for merchandise alleged to be defective in workmanship or material will be the repair of replacement, at ORI's option, of the merchandise subject to inspection and warranty.

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.

RETAINAGE OF ALL TECHNICAL DATA RIGHTS: Omnitech Robotics Inc. retains exclusive rights to all technical data, designs, and software associated with the products and services provided, as applicable under the law. No rights to the technical data, designs, and software associated with the products or services conveys to the Buyer as a result of any sales agreement. In addition, the Buyer may not copy, reproduce, reuse or transfer any software in any form or format that is delivered with or otherwise associated with the products or services provided.

CHANGES: ORI retains the right to modify, improve, upgrade, or terminate its products as it sees fit. No representation as to long term availability of products or services are offered as a result of this agreement.

DISPUTES: Any dispute arising under this contract which is not settled by agreement of the parties following a good faith effort to resolve such dispute by negotiations or discussions between managers at the appropriate level of either side, and after exploring various alternate dispute resolution options, may be resolved by arbitration or appropriate legal proceedings.

EXPORT AND LIMITATIONS ON USE: Buyer acknowledges that the purchased goods licensed or sold under this Agreement, and the transaction contemplated by this Agreement, which may include technology and software, are subject to the customs and export control laws and regulations of the United States ("U.S.") and may also be subject to the customs and export laws and regulations of the country in which the products are received. Buyer acknowledges that it is their sole responsibility to comply with and abide by those laws and regulations, including the Trade in Arms Regulations (ITAR). Further, under U.S. law, the goods shipped pursuant to this Agreement may not be sold, leased or otherwise transferred to restricted countries or utilized by restricted end-users as defined by the US State Department, or by an end-user engaged in activities related to weapons of mass destruction, including without limitation, activities related to the design, development, production or use of nuclear weapons, materials, or facilities, missiles or the support of missile projects, and chemical or biological weapons.

ENTIRE AGREEMENT: This document constitutes the entire, complete, and exclusive agreement between the parties with respect to the subject matter hereof and contains all the agreements and conditions of sale; no course of dealing or usage of the trade shall be applicable unless expressly incorporated herein. The terms and conditions contained herein may not be added to, modified, superseded or otherwise altered except by a written modification signed by the Seller's General Manager. All transactions shall be governed solely by the terms and conditions contained herein.