



Terms & Conditions for Hardware Sales & Shipment

1. **ACCEPTANCE OF ORDER; TERMINATION** - Acceptance of any order for the supply or sale of machinery, equipment, parts, materials, devices, and other goods ("Goods") including incidental services is subject to credit approval and acceptance of order by SGV International, LLC. ("SGV") and, when applicable, SGV's suppliers. If credit of the buyer of the Goods ("Buyer") becomes unsatisfactory to SGV, SGV reserves the right to terminate upon notice to Buyer and without liability to SGV.
2. **PRICES AND SHIPMENTS** - Unless otherwise quoted, prices shall be those in effect at time of shipment, which shall be made Ex-Works (Incoterms 2010).
3. **RETURN OF GOODS/CANCELLATION** - Credit may be allowed for Goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling. Orders placed by Buyer and accepted by SGV may be canceled only with the prior written consent of SGV and will subject Buyer to cancellation charges. All of SGV's documents, drawings and like information shall be returned to SGV upon Buyer's request for cancellation. No orders may be canceled subsequent to shipment. Buyer shall verify the amount of the cancellation charges prior to canceling an order.
4. **TAXES** - Prices shown do not include sales or other taxes imposed on the sale of Goods. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse SGV for any such tax or provide SGV with acceptable tax exemption certificate.
5. **DELAY IN DELIVERY** - SGV is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond SGV's reasonable control. Stated delivery dates are approximate only and cannot be guaranteed. Factory shipment or delivery dates are the best estimates of our suppliers. Where Goods are to be supplied from stock, such supply is subject to availability of stocks at the date of delivery. Partial shipments may be made as agreed. In the event Buyer is unable to accept delivery of Goods when tendered, SGV may, at its option, arrange storage of the Goods and Buyer shall be liable to SGV for the reasonable cost of such storage. This provision is without prejudice to any other rights which SGV may have with respect to Buyer's failure to take delivery of Goods, which includes the right to invoice Buyer for the Goods.
6. **TITLE AND RISK OF LOSS** - Ownership and risk of loss pass to Buyer upon the earlier of (i) SGV's delivery of the Goods to the carrier, or (ii) invoicing by SGV for the Goods notwithstanding Buyer's inability to accept delivery. Buyer assumes all risk of loss or damage to the Goods from the date title passes to Buyer. SGV retains a security interest in the Goods until the purchase price has been paid in full, and Buyer agrees to perform upon request all acts required to secure SGV's interest. SGV accepts no responsibility for any damage, shortage or loss in transit. SGV will attempt to pack or prepare all shipments so that they will not break, rust or deteriorate in shipment, but does not guarantee against such damage. Claims for any damage, shortage or loss in transit must be made by Buyer to the carrier.
7. **LIMITED WARRANTIES** - SGV warrants that all Goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to SGV by the manufacturer of the Goods. SGV does not warrant to any extent Goods which are manufactured by or acquired from others, but will assign to Buyer, without recourse or warranty of any kind and solely to the extent in each case assignable, any warranties granted by the manufacturers or providers of such Goods. THIS ARTICLE SETS FORTH SGV'S SOLE AND EXCLUSIVE OBLIGATION AND BUYER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO NON-CONFORMING OR DEFECTIVE GOODS. SGV MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, AND SGV HEREBY DISCLAIMS NEGATES ANY EXPRESS OR IMPLIED WARRANTIES OF (I) MERCHANTABILITY, (II) FITNESS FOR A PARTICULAR PURPOSE, (III) CONFORMITY TO MODELS OR SAMPLES, (IV) DILIGENCE, (V) WORKMANLIKE PERFORMANCE, OR ANY OTHER LIABILITIES OF ANY KIND, WHETHER IN CONTRACT, TORT, OR OTHERWISE, INCLUDING NEGLIGENCE OR STRICT LIABILITY, WITH RESPECT TO THE GOODS OR SERVICES.
8. **LIMITATION OF LIABILITY** - SGV's liability shall be limited to either repair or replacement of the Goods or refund of the purchase price, all at SGV's option. IN NO CASE SHALL SGV BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WHEN ARISING FROM ANY DELAY IN SHIPMENT OR DELIVERY, REGARDLESS OF LENGTH OF THE DELAY. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.
9. **WAIVER** - The failure of SGV to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.
10. **MODIFICATION OF TERMS AND CONDITIONS** - These terms and conditions supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon SGV unless made in writing and signed on its behalf by a duly authorized representative of SGV. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.
11. **EXPORTING** - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.
12. **GOVERNING LAW/DISPUTE RESOLUTION** - , This agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of Texas, excluding conflicts and choice of law principles which would refer to the laws of another jurisdiction, and any and all disputes which cannot be amicably between the parties shall be determined in the state or federal courts in Houston, Texas, to whose exclusive jurisdiction and venue the parties hereto hereby irrevocably submit and agree that service of process may be had by any means permitted by law. The United Nations Convention on the International Sale of Goods shall not apply to this Agreement.