

Integrated Control Technologies (Seller) and Customer (Buyer) agree that the following terms and conditions shall govern the delivery of products and technical services by Seller to Buyer.

1. **PRICES** - Prices quoted herein are subject to change without notice, unless otherwise noted. In any event, this quotation is subject to acceptance within thirty (30) days from date of issue. Any change in quantities, partial release or destination may incur a price adjustment.
2. **PAYMENT TERMS** – Terms are found on the front of our all invoices. Quotations are based upon a cash transaction only and reflect a 3% cash discount, credit card purchases are not eligible for this discount. No retainage allowed.
3. **DELAY IN PAYMENT** - If payment of Seller's invoice is made after the net due date, Seller reserves the right to render an additional invoice to cover any additional charges for the extra time taken, 1.5% per month
4. **ACCEPTANCE OF ORDER; TERMINATION** - Acceptance of any order is subject to credit approval and acceptance of order by Seller and his suppliers. If Buyer fails to comply with these terms and conditions of sale or if Buyer's credit becomes unsatisfactory to Seller, Seller reserves the right to terminate upon notice to Buyer and without liability to Seller.
5. **CANCELLATIONS BY BUYER** - Cancellations by Buyer shall be by mutual agreement in writing based on any adjustment necessary to cover labor expended, material procured, and reasonable overhead expenses applicable thereto.
6. **DELAY IN DELIVERY** - Seller is not to be accountable for delays in delivery if caused by and legislative, administrative or executive law, order or requisition of the Federal Government or any State or Municipal Government or any subdivision, department, agency, officer or official thereof, or if caused by, but not limited to, strike, fire, floods, accidents, delays of carrier, inability to obtain suitable and sufficient labor, and necessary supplies of raw materials or other unavoidable contingencies beyond the Seller's control. Factory shipment or delivery dates are best estimates. In no case shall Seller be liable for any consequential or special damages arising from any delay in delivery.
7. **INSPECTION AND ACCEPTANCE OF GOODS** – Terms are FOB Shipping Point. Buyer shall inspect the goods immediately upon delivery and make note to carrier if damages are seen. Failure of Buyer to inspect the goods and failure to notify Seller on date of receipt and in writing of any noncompliance, shortage or other reason for Buyer's rejection of any of such goods and the specific grounds for rejection shall constitute irrevocable acceptance of the goods.
8. **BUYER'S REQUIREMENTS** - Material and equipment included in this quotation are based on Seller's interpretation of Buyer's requirements and are subject to verification by Buyer or their representative.
9. **WARRANTIES**
  - a. **NEW PRODUCTS** – All new goods are warranted only to the extent of manufacturer's warranty.
  - b. **REPAIRED PRODUCTS** – Seller warranties only the components replaced on a repaired product for a period of (90) days, other causes of failure are not warranted. Warranty replacement or repair are at the discretion of the seller or manufacturer. Repaired products are never sold or incorporated into ICT SYSTEMS.

- c. SYSTEMS – Warranty replacement or repair are at the discretion of the seller or manufacturer. Failure causes determined to not be Buyer related are not deemed as warranty failures and are considered billable (improper grounding, external cause of failure such as a shorted heater, improper alignment or belt tension, noise related communication issues or communication cabling that has not been certified, etc...). The Buyer is responsible for all safety circuits and machine guarding. Original drawings and programs are considered, above all discussions, as the guidelines for system design and delivery for warranty; any modifications to system design without the engineering consent of ICT voids system warranty.
- i. ACPAK - With start-up from a Seller's Technician, or the Smart-up Assistant, the ACPAK carries a (3) three-year warranty
  - ii. MOTORS – All motors are warranted by the manufacturer and not by the Seller, **Warranty service must be completed by authorized service centers for the manufacturer to be eligible.** For a list of authorized locations in your area, you can contact ICT Customer Service.
  - iii. TEMPCOM - With start-up from a Seller's Technician, the TEMPCOM carries a (1) one-year warranty
  - iv. PDQ - With start-up from a Seller's Technician, the PDQ Control System carries a (1) one-year warranty
- d. SERVICE – **ICT Warranty Service is M-F (7am-5pm CST). ICT warranty includes parts and labor only.** Travel time, mileage, and expenses will be invoiced separately. To obtain Warranty Service, the Buyer must call our main number at (972) 906-7445 and speak directly with our Customer Service team. **Directly contacting the engineering or service technicians will not be considered Warranty Service, but be considered billable hours.** Standard Published Service Rates apply for all hours billed. For a copy of ICT's standard rates, you may contact ICT Customer Service.

10. RETURN POLICY - Merchandise returned for credit will be subject to the Manufacturer's Return Goods Authorization terms and conditions and potentially other fees. Returned product must be received in its original packaging, unused, not damaged, and in saleable condition. Products must be returned within ninety (30) days of purchase date and proof of purchase is required. No returns will be accepted freight collect or COD and should be sent prepaid and insured. Credit will be issued for errors made by seller if Buyer contacts seller within five (5) days from the receipt of merchandise.

11. DISCLAIMER AND LIMITATION OF LIABILITY - TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SELLER WILL NOT BE LIABLE FOR ANY BUSINESS INTERRUPTION OR LOSS OF PROFIT, REVENUE, MATERIALS, ANTICIPATED SAVINGS, DATA, CONTRACT, GOODWILL OR THE LIKE (WHETHER DIRECT OR INDIRECT IN NATURE) OR FOR ANY OTHER FORM OF INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND. SELLER'S MAXIMUM CUMULATIVE LIABILITY RELATIVE TO ALL OTHER CLAIMS AND LIABILITIES, WHETHER OR NOT INSURED, WILL NOT EXCEED THE INVESTMENT COST OF THE GRATUITOUS SERVICES PROVIDED. THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS OF ANY OTHER CONTRARY PROVISION HEREOF AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. EACH PROVISION HEREIN WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTY OR CONDITION OR EXCLUSION OF DAMAGES IS SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND IS TO BE ENFORCED AS SUCH. SELLER GIVES AND MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE SERVICES PROVIDED. NO WARRANTY IS MADE AS TO THE SUITABILITY, FITNESS OR QUALITY OF ANY THIRD PARTY SERVICE INCLUDING WITHOUT LIMITATION SELLER'S SERVICES. NO REPRESENTATIVE OF SELLER IS AUTHORIZED TO GIVE OR MAKE ANY REPRESENTATION OR WARRANTY. NO IMPLIED WARRANTY OF

FITNESS FOR ANY PARTICULAR PURPOSE AND NO IMPLIED WARRANTY ARISING BY USAGE OR TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE IS GIVEN OR MADE BY SELLER OR SHALL ARISE BY OR IN CONNECTION WITH THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT, AND IN NO EVENT SHALL SELLER HAVE ANY LIABILITY OR OBLIGATION WHATSOEVER IN CONNECTION WITH ANY SUCH WARRANTY.

12. DISPUTES - The parties will attempt in good faith promptly to resolve any dispute arising hereunder by negotiations between representatives of the parties who have authority to settle the dispute. If unsuccessful, the parties further will attempt in good faith to settle the dispute by non-binding third-party mediation, with mediator fees and expenses apportioned equally to each side. Any dispute not so resolved by negotiation or mediation may then be submitted to a court of competent jurisdiction in accordance with the terms hereof. These procedures are the exclusive procedures for the resolution of all such disputes between the parties.
13. GOVERNING LAWS AND FORUM - The agreement evidenced hereby and all disputes arising thereunder will be governed by and interpreted in accordance with the internal laws and will be subject to the exclusive jurisdiction of the courts of the state, province or other governmental jurisdiction in which Seller's principal place of business resides.
14. MODIFICATION OF TERMS AND CONDITIONS - No terms and conditions other than those stated herein, and no agreement or understanding, in any way purporting to modify these terms or conditions, whether contained in Buyer's purchase or shipping release forms, or elsewhere, shall be binding on Seller without Seller's written consent. If the conditions of the quotation, which prevail over any inconsistent terms of Buyer's purchase order are not acceptable to Buyer, he must so notify Seller in writing at once.