



TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

1.1 “COMPANY” means Elite Xray LLC.

1.2 “CUSTOMER” means the person, firm, corporation, healthcare provider, business, governmental entity, or other organization purchasing GOODS or SERVICES from COMPANY.

1.3 “GOODS” means the equipment, systems, components, parts, accessories, materials, supplies, and other tangible products identified in the applicable quotation, proposal, purchase order, or CONTRACT and supplied by COMPANY to CUSTOMER, whether manufactured by COMPANY or by a third party.

1.4 “MAINTENANCE SERVICES” means maintenance, repair, troubleshooting, technical support, installation, integration, configuration, and other services performed by COMPANY that are not INSPECTION SERVICES.

1.5 “CONTRACT” means these Terms and Conditions of Sale together with the applicable quotation, proposal, purchase order accepted by COMPANY, Preventative Maintenance Service Agreement, scope of work, or other written agreement expressly incorporated into the transaction.

1.6 “MANUFACTURER” means the original manufacturer of any third-party GOODS supplied by COMPANY.

1.7 “MANUFACTURER’S WARRANTY” means any warranty expressly provided by the applicable MANUFACTURER for third-party GOODS.

1.8 “COMPANY WARRANTY” means only the express warranties specifically provided by COMPANY under Section 9 of these Terms and Conditions.

1.9 “CUSTOMER-SUPPLIED PARTS” means parts, equipment, components, accessories, materials, software, or other items supplied or designated by CUSTOMER for use in connection with the GOODS or SERVICES.

2. GENERAL

2.1 All sales of GOODS and performance of SERVICES by COMPANY are subject solely to these Terms and Conditions of Sale and the applicable quotation, proposal, or other written agreement issued by COMPANY.

2.2 Any purchase order (“PO”) or other document issued by CUSTOMER is deemed an offer to purchase subject to these Terms and Conditions. COMPANY’s acceptance of a PO is expressly conditioned upon CUSTOMER’s assent to these Terms and Conditions.

2.3 Any additional, different, or conflicting terms contained in a CUSTOMER PO, purchase-order acknowledgment, electronic purchasing system, or other CUSTOMER document are expressly rejected and shall have no force or effect unless expressly accepted in a writing signed by an authorized representative of COMPANY.

2.4 No modification, amendment, waiver, or addition to these Terms and Conditions shall be binding upon COMPANY unless expressly made in writing by an authorized representative of COMPANY.

2.5 In the event of a conflict between these Terms and Conditions and the applicable COMPANY quotation or proposal, the quotation or proposal shall control only with respect to the specific commercial terms expressly stated therein. These Terms and Conditions shall otherwise remain in full force and effect.

3. PRICES AND QUOTATIONS

3.1 Unless otherwise stated in writing, quotations issued by COMPANY shall remain open for acceptance for ninety (90) days from the date of quotation.

3.2 Unless otherwise agreed in writing, prices for GOODS shall be those stated in the applicable quotation or, if no price is stated or the quotation has expired, the prices in effect at the time of shipment.

3.3 Prices quoted for GOODS and SERVICES are exclusive of all applicable sales, use, excise, occupational,



personal property, or other taxes, duties, tariffs, customs charges, and governmental assessments. CUSTOMER shall be responsible for such amounts except to the extent COMPANY is legally prohibited from collecting them.

3.4 Unless otherwise stated in writing, CUSTOMER shall be responsible for packaging, freight, transportation, insurance requested by CUSTOMER, delivery charges, special handling, storage, and other shipping-related costs.

3.5 COMPANY reserves the right to correct clerical, typographical, or mathematical errors in quotations, acknowledgments, invoices, and other transaction documents.

3.6 Unless expressly stated otherwise, quotations do not include construction, electrical, plumbing, structural, architectural, shielding, HVAC, permits, regulatory fees, or other site work not specifically identified in the quotation.

4. PAYMENT

4.1 Unless otherwise agreed in writing, including in a quotation or proposal, CUSTOMER shall pay all invoices in full in United States dollars within thirty (30) days from the invoice date.

4.2 COMPANY may require deposits, down payments, progress payments, payment prior to shipment, payment prior to commencement or resumption of installation, or other payment arrangements as specified in the applicable quotation or as reasonably required by COMPANY based upon CUSTOMER's credit status or the circumstances of the transaction.

4.3 If CUSTOMER fails to make payment when due, COMPANY may, without liability:

- (a) suspend shipments;
- (b) suspend SERVICES;
- (c) suspend installation or other work;
- (d) withhold delivery;
- (e) require cash in advance or additional security;

(f) cancel outstanding obligations to the extent permitted by law; and/or

(g) pursue any other remedies available under the CONTRACT or applicable law.

4.4 Overdue amounts remaining unpaid more than thirty (30) days past the invoice due date shall accrue a service charge at the lesser of two percent (2%) per month or the maximum rate permitted by applicable law..

4.5 CUSTOMER shall have no right of setoff, deduction, recoupment, or withholding against amounts owed to COMPANY unless expressly agreed to in writing by COMPANY.

4.6 COMPANY may withdraw or refuse credit facilities for reasonable cause and may require additional security or payment in advance before continuing performance.

4.7 Any dispute regarding an invoice must be submitted to COMPANY in writing within thirty (30) days after the invoice date and must identify the specific amount and basis of the dispute. Failure to timely dispute an invoice shall constitute acceptance of the invoice, except to the extent prohibited by applicable law.

5. DELIVERY

5.1 Unless otherwise stated in the applicable quotation or CONTRACT, delivery shall be made in accordance with the delivery terms stated in the quotation. If an Incoterm is expressly stated, the applicable Incoterm shall govern the allocation of transportation responsibilities and risk to the extent consistent with these Terms and Conditions.

5.2 Unless otherwise expressly agreed in writing, CUSTOMER shall be responsible for providing adequate and safe facilities for receipt, unloading, storage, installation, operation, and use of the GOODS.

5.3 CUSTOMER represents that the intended installation and use location is suitable for the GOODS and that CUSTOMER shall obtain and maintain all licenses, permits, approvals, certifications, and regulatory authorizations required for the site and CUSTOMER's intended use of the GOODS.



5.4 Delivery dates are estimates only and are based upon information available to COMPANY at the time of quotation or order acceptance. COMPANY shall use commercially reasonable efforts to meet estimated delivery dates but shall not be liable for delay caused by circumstances beyond its reasonable control, including manufacturer delays, shortages, transportation delays, governmental actions, force majeure events, or CUSTOMER delays.

5.5 COMPANY shall not be liable for any special, incidental, indirect, consequential, punitive, or economic loss arising from delay in delivery.

5.6 CUSTOMER shall not unreasonably delay delivery or refuse to accept conforming GOODS.

5.7 If CUSTOMER is not ready to receive GOODS, fails to provide adequate delivery instructions, fails to pick up GOODS, fails to provide required site access, or otherwise causes delivery or installation to be delayed, COMPANY may:

- (a) store the GOODS at CUSTOMER's expense;
- (b) invoice CUSTOMER for storage, handling, transportation, redelivery, and related costs;
- (c) suspend performance;
- (d) establish a revised delivery or installation schedule; and/or
- (e) cancel the affected portion of the CONTRACT to the extent permitted by law.

5.8 CUSTOMER shall promptly notify COMPANY in writing if GOODS have not arrived within seven (7) days after the anticipated delivery date.

6. ACCEPTANCE

6.1 Where COMPANY performs installation or integration SERVICES, CUSTOMER shall provide COMPANY and its authorized representatives with timely and reasonable access to the installation site and shall ensure that the site is ready for installation.

6.2 CUSTOMER shall provide all site preparation, utilities, electrical connections, environmental conditions, structural support, shielding, network access, permits, and other requirements identified in the quotation or communicated by COMPANY as CUSTOMER responsibilities.

6.3 For installed GOODS, acceptance shall occur upon completion of COMPANY's installation and any agreed demonstration, testing, or acceptance procedure.

6.4 GOODS shall be deemed accepted when COMPANY demonstrates the GOODS to be operational in accordance with the applicable scope of work or agreed acceptance criteria, unless CUSTOMER identifies a material nonconformity in writing within five (5) business days after such demonstration.

6.5 For GOODS not installed by COMPANY, CUSTOMER shall inspect the GOODS promptly following receipt and shall notify COMPANY in writing of any visible shortage, damage, defect, or nonconformity within seven (7) days after receipt.

6.6 Failure to provide timely written notice under this Section shall constitute acceptance of the GOODS, except to the extent otherwise required by applicable law.

6.7 Acceptance shall not waive any valid claim arising under an applicable COMPANY WARRANTY or MANUFACTURER'S WARRANTY.

7. RISK OF LOSS AND TITLE

7.1 Unless otherwise agreed in writing, risk of loss or damage to GOODS shall pass to CUSTOMER upon shipment, tender of delivery, or when the GOODS are made available to CUSTOMER or CUSTOMER's carrier, as applicable under the agreed delivery terms.

7.2 Unless otherwise agreed in writing, title to GOODS shall pass to CUSTOMER upon COMPANY's receipt of payment in full for the applicable GOODS.

7.3 The retention of title described in Section 7.2 shall not delay the transfer of risk of loss.



7.4 CUSTOMER shall permit COMPANY to use carriers and shipping methods selected or approved by COMPANY unless otherwise agreed in writing.

7.5 COMPANY shall bear no risk of loss or damage arising from CUSTOMER-SUPPLIED PARTS.

7.6 If CUSTOMER becomes insolvent, enters bankruptcy, liquidation, receivership, or similar proceedings, or otherwise becomes unable to pay its debts when due, COMPANY may exercise any rights available under applicable law, including suspension of performance, termination, and recovery of GOODS to the extent legally permitted.

7.7 Nothing in this Section gives CUSTOMER the right to reject conforming GOODS, refuse delivery, or delay payment except as expressly permitted by the CONTRACT or applicable law.

8. SERVICES

8.1 CUSTOMER shall provide COMPANY with safe and reasonable access to the premises where SERVICES are to be performed.

8.2 CUSTOMER shall notify COMPANY in advance of all known site-specific hazards, safety requirements, security requirements, access restrictions, regulatory requirements, and other conditions that may affect performance of SERVICES.

8.3 Where SERVICES are performed outside the United States, CUSTOMER shall notify COMPANY in advance of all applicable local laws, regulations, permits, licenses, consents, customs requirements, and other requirements applicable to COMPANY's performance.

8.4 CUSTOMER shall obtain all permits, approvals, licenses, inspections, and regulatory authorizations that are CUSTOMER's responsibility under the applicable quotation or CONTRACT.

8.5 COMPANY may refuse to commence or continue SERVICES without liability if the site is unsafe, inaccessible, unsuitable, or not legally authorized for the applicable work.

8.6 COMPANY may charge CUSTOMER for additional labor, travel, materials, waiting time, return trips, or other costs resulting from site conditions, delays, incomplete site preparation, CUSTOMER-caused delays, or conditions outside COMPANY's reasonable control.

9. WARRANTY

9.1 Manufacturer's Warranty

Unless otherwise expressly stated in writing by COMPANY, third-party GOODS are sold subject to the applicable MANUFACTURER'S WARRANTY, if any.

COMPANY is a dealer, distributor, reseller, agent, and/or system integrator for various manufacturers and does not manufacture all GOODS supplied by COMPANY.

COMPANY does not independently assume the MANUFACTURER'S WARRANTY obligations for third-party GOODS except to the extent expressly stated in writing by an authorized representative of COMPANY.

COMPANY may, as a customer-service accommodation and to the extent reasonably practicable, assist CUSTOMER in submitting or coordinating warranty claims with the applicable MANUFACTURER. Such assistance shall not constitute an assumption, extension, modification, or guarantee by COMPANY of the MANUFACTURER'S WARRANTY.

Coverage of third-party GOODS shall be determined in accordance with the applicable MANUFACTURER'S WARRANTY terms and conditions.

9.2 COMPANY Installation and Integration Warranty

COMPANY warrants its own installation and integration workmanship for a period of twelve (12) months from the date of completion of the applicable installation or integration SERVICES, unless a different period is expressly stated in the applicable quotation or CONTRACT.



This COMPANY WARRANTY applies solely to defects in workmanship directly attributable to COMPANY's installation or integration SERVICES.

The COMPANY WARRANTY does not constitute a warranty by COMPANY that third-party GOODS will remain operational for the warranty period.

9.3 COMPANY Service Warranty

COMPANY warrants that SERVICES expressly covered by a COMPANY WARRANTY will be performed in a professional and workmanlike manner consistent with generally applicable industry standards.

COMPANY's sole obligation for a valid claim concerning COMPANY's workmanship or SERVICES shall be, at COMPANY's option, to:

- (a) re-perform the affected SERVICES;
- (b) correct the defective workmanship; or
- (c) provide another commercially reasonable remedy agreed to in writing by COMPANY.

9.4 Warranty Service

Warranty service for covered COMPANY workmanship performed during COMPANY's normal business hours, 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding COMPANY holidays, shall be provided without additional labor charges.

Service requested outside normal business hours may be subject to COMPANY's standard labor, overtime, travel, and other applicable charges unless the applicable MANUFACTURER'S WARRANTY or COMPANY WARRANTY expressly provides otherwise.

9.5 Non-Warranty Service

Any troubleshooting, diagnosis, repair, labor, travel, parts, replacement components, calibration, service call, or other work that is not covered by an applicable MANUFACTURER'S WARRANTY or COMPANY WARRANTY shall be separately chargeable to CUSTOMER.

COMPANY may require CUSTOMER's authorization of a quotation before performing non-warranty work.

9.6 Warranty Claim Procedure

CUSTOMER shall promptly notify COMPANY in writing of any alleged warranty defect and provide reasonable information concerning the condition.

COMPANY shall have a reasonable opportunity to inspect, diagnose, and, where appropriate, test the GOODS or SERVICES before CUSTOMER undertakes repairs or permits another party to perform corrective work.

Except where immediate action is reasonably necessary to protect persons or property, COMPANY shall not be responsible for warranty claims resulting from repairs or modifications performed by unauthorized persons.

9.7 Warranty Exclusions

The COMPANY WARRANTY does not cover defects, failures, damage, or service resulting from:

- (a) accident;
- (b) misuse or abuse;
- (c) neglect;
- (d) improper operation;
- (e) failure to follow manufacturer or COMPANY instructions;
- (f) improper maintenance;
- (g) improper installation by persons other than COMPANY or its authorized representatives;
- (h) unauthorized modification or repair;
- (i) use of unauthorized accessories or components;
- (j) improper electrical power;
- (k) environmental conditions outside applicable specifications;



- (l) improper application or use;
- (m) relocation of equipment;
- (n) CUSTOMER-SUPPLIED PARTS;
- (o) normal wear and tear;
- (p) consumables or expendable items; or
- (q) other conditions outside COMPANY's reasonable control.

9.8 Unauthorized Service

The COMPANY WARRANTY shall not apply to the extent that a defect or failure results from installation, service, modification, alteration, repair, or other work performed by personnel not authorized by COMPANY.

9.9 Consumables and Wear Items

Consumable, expendable, and normal-wear items are excluded from the COMPANY WARRANTY unless expressly identified as covered in writing.

9.10 Used and Reconditioned GOODS

Unless expressly stated otherwise in writing, used, refurbished, or reconditioned GOODS are sold "AS IS" and without a COMPANY WARRANTY.

Any warranty provided by a third-party MANUFACTURER or refurbisher shall be governed solely by that party's written warranty terms.

9.11 Warranty Termination

Any COMPANY WARRANTY is applicable only to the original CUSTOMER/end user identified in the applicable CONTRACT and is not transferable without COMPANY's prior written consent.

9.12 Exclusive Warranty Remedy

To the maximum extent permitted by applicable law, the remedies expressly provided in this Section 9 are

CUSTOMER's exclusive remedies for breach of an express COMPANY WARRANTY.

The parties intend the repair, correction, replacement, re-performance, or other remedy expressly provided herein to be the exclusive contractual remedy for the applicable warranty claim.

Nothing in this Section shall eliminate any remedy that cannot lawfully be excluded or limited under applicable law.

10. DISCLAIMER AND LIMITATION OF LIABILITY

10.1 EXPRESS WARRANTIES

Except for express warranties specifically stated in these Terms and Conditions or in a written document expressly incorporated into the CONTRACT, COMPANY makes no other express warranties concerning GOODS or SERVICES.

10.2 IMPLIED WARRANTIES — COMMERCIAL TRANSACTIONS

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, EXCEPT TO THE EXTENT SUCH WARRANTIES CANNOT LAWFULLY BE DISCLAIMED OR LIMITED.

CUSTOMER ACKNOWLEDGES THAT, EXCEPT FOR EXPRESS WARRANTIES SPECIFICALLY PROVIDED BY COMPANY IN WRITING, CUSTOMER IS RELYING ON ITS OWN KNOWLEDGE, JUDGMENT, AND EVALUATION OF THE GOODS AND SERVICES, SUBJECT TO ANY SPECIFIC WRITTEN REPRESENTATIONS EXPRESSLY INCLUDED IN THE CONTRACT.

10.3 Manufacturer Representations



COMPANY shall not be responsible for any warranty, representation, specification, performance commitment, or other obligation of a MANUFACTURER except to the extent expressly assumed by COMPANY in writing.

Manufacturer specifications, literature, brochures, technical data, and warranties may be provided to CUSTOMER for informational and warranty-administration purposes and remain subject to the applicable MANUFACTURER'S terms.

10.4 Limitation of Warranty Liability

To the maximum extent permitted by applicable law, COMPANY's maximum aggregate liability arising from any COMPANY WARRANTY claim shall not exceed the amount actually paid to COMPANY for the specific GOODS or SERVICES giving rise to the claim.

10.5 Exclusion of Consequential and Certain Other Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR ECONOMIC DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE, LOSS OF BUSINESS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR COST OF SUBSTITUTE SERVICES OR EQUIPMENT, ARISING OUT OF OR RELATING TO THE GOODS, SERVICES, CONTRACT, OR ANY BREACH THEREOF, WHETHER BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY.

This limitation shall apply even if COMPANY has been advised of the possibility of such damages.

10.6 Non-Warranty Liability

Except for liabilities that cannot legally be limited or excluded, COMPANY's aggregate liability arising out of or relating to the CONTRACT, GOODS, or SERVICES shall not exceed the amount actually paid to COMPANY for the specific GOODS or SERVICES giving rise to the claim.

10.7 Customer Selection and Intended Use

CUSTOMER is responsible for determining whether the GOODS are appropriate for CUSTOMER's intended application and operating environment, except to the extent CUSTOMER has expressly disclosed a specific intended use in writing before entering into the CONTRACT and COMPANY has expressly acknowledged in writing that COMPANY is undertaking responsibility for such determination.

10.8 Customer Operation

CUSTOMER shall operate, maintain, and use the GOODS in accordance with applicable manufacturer instructions, COMPANY instructions, applicable laws and regulations, and applicable safety requirements.

CUSTOMER shall provide appropriate safety information and instructions to its employees, agents, contractors, users, and other persons who may operate or come into contact with the GOODS.

10.9 No Reliance on Unauthorized Representations

COMPANY shall not be bound by oral representations or statements made by employees, sales representatives, agents, or other personnel unless the representation is expressly confirmed in writing by an authorized representative of COMPANY and incorporated into the CONTRACT.

11. INDEMNIFICATION

11.1 CUSTOMER shall indemnify, defend, and hold harmless COMPANY and its officers, directors, employees, agents, and representatives from third-party claims, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expert-witness fees, to the extent arising from:

- (a) CUSTOMER's misuse, unauthorized modification, alteration, or improper operation of the GOODS;
- (b) CUSTOMER-SUPPLIED PARTS;



(c) CUSTOMER's failure to comply with applicable laws, regulations, permits, or safety requirements that are CUSTOMER's responsibility;

(d) CUSTOMER's breach of the CONTRACT;

(e) representations or warranties made by CUSTOMER that were not authorized by COMPANY;

(f) CUSTOMER's specifications, designs, instructions, or requested modifications;

(g) CUSTOMER's combination of GOODS with products, systems, software, or components not supplied or approved by COMPANY, to the extent the claim arises from such combination; or

(h) the acts or omissions of CUSTOMER, its employees, contractors, agents, or users.

11.2 CUSTOMER shall not be responsible under this Section to the extent a claim is caused by COMPANY's gross negligence or willful misconduct.

11.3 COMPANY shall promptly notify CUSTOMER of any indemnifiable claim of which COMPANY has actual knowledge and shall reasonably cooperate with CUSTOMER in the defense of such claim, at CUSTOMER's expense.

11.4 CUSTOMER shall not settle an indemnifiable claim in a manner that imposes an admission of liability, obligation, restriction, or payment upon COMPANY without COMPANY's prior written consent.

12. STANDING ORDERS

12.1 Acceptance by COMPANY of a standing or call-off PO for the supply or performance of GOODS or SERVICES at stated or future intervals shall constitute a CONTRACT subject to these Terms and Conditions.

12.2 COMPANY may cancel or suspend a standing order upon thirty (30) days' written notice to CUSTOMER.

12.3 COMPANY may cancel or suspend a standing order without notice to the extent permitted by law if:

(a) CUSTOMER becomes insolvent or enters liquidation, bankruptcy, receivership, or similar proceedings;

(b) CUSTOMER fails to make payment when due; or

(c) COMPANY is unable to obtain the GOODS from the applicable MANUFACTURER or supplier on commercially reasonable terms.

12.4 If a MANUFACTURER discontinues, substantially modifies, allocates, restricts, or becomes unable to supply GOODS, COMPANY may cancel the affected order, offer a substitute product, or revise the applicable price or delivery schedule upon notice to CUSTOMER.

12.5 CUSTOMER may cancel a standing order upon thirty (30) days' written notice, provided that CUSTOMER remains responsible for:

(a) GOODS already shipped or ordered;

(b) non-cancellable or non-returnable GOODS;

(c) specially configured or custom GOODS;

(d) manufacturer cancellation charges;

(e) work already performed; and

(f) any applicable discounts or special pricing that were conditioned upon the standing order.

13. FORCE MAJEURE

13.1 COMPANY shall not be liable for any delay, interruption, failure, or inability to perform caused by circumstances beyond its reasonable control, including:

(a) acts of God;

(b) fire, flood, storm, earthquake, or other natural disaster;

(c) epidemic or pandemic;

(d) war, terrorism, civil unrest, or governmental action;



- (e) strikes, lockouts, labor disputes, or workforce shortages;
- (f) manufacturer delays or failures;
- (g) shortages or allocation of equipment, components, materials, fuel, power, or transportation;
- (h) supply-chain disruptions;
- (i) transportation or shipping interruptions;
- (j) customs or import restrictions;
- (k) governmental requirements or restrictions;
- (l) utility failures;
- (m) telecommunications or infrastructure failures;
- (n) cyber incidents affecting COMPANY or its suppliers, carriers, or service providers; or
- (o) any other circumstance beyond COMPANY's reasonable control.

13.2 COMPANY shall use commercially reasonable efforts to notify CUSTOMER of material force majeure events affecting performance.

13.3 During a force majeure event, COMPANY's affected obligations shall be suspended for the duration of the event and for a reasonable period necessary to resume performance.

13.4 If a force majeure event continues for more than thirty (30) consecutive days and materially prevents performance, COMPANY may cancel the affected portion of the CONTRACT without liability.

14. INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

14.1 Unless otherwise expressly agreed in writing, COMPANY retains all right, title, and interest in its pre-

existing intellectual property, proprietary information, designs, drawings, specifications, processes, software, documentation, know-how, methods, tools, and materials.

14.2 Unless otherwise expressly agreed in writing, intellectual property created by COMPANY in the performance of SERVICES shall remain the property of COMPANY, except for CUSTOMER-owned materials and information supplied by CUSTOMER.

14.3 Nothing in the CONTRACT transfers to CUSTOMER any ownership interest in COMPANY's trademarks, trade names, proprietary materials, software, drawings, technical information, or other intellectual property except for the limited rights expressly granted in writing.

14.4 CUSTOMER shall not use COMPANY trademarks or trade names in a manner that could reasonably damage the goodwill or reputation associated with such marks.

14.5 CUSTOMER shall maintain the confidentiality of non-public technical, commercial, pricing, and proprietary information received from COMPANY and shall use such information only for purposes related to the CONTRACT.

15. GOODS RETURN

15.1 Certain GOODS may qualify for a one-for-one return or replacement program offered by a MANUFACTURER or COMPANY. Any such program shall apply only if expressly identified in writing in the applicable quotation or other transaction document.

15.2 No GOODS may be returned without COMPANY's prior written authorization.

15.3 CUSTOMER shall be responsible for return freight, insurance, handling, restocking charges, and other return-related costs unless otherwise agreed in writing.

15.4 GOODS that are custom-configured, specially ordered, non-cancellable/non-returnable, used, installed, altered, or otherwise identified by COMPANY as non-returnable may not be returned.

15.5 Manufacturer return policies shall apply where applicable to third-party GOODS.

16. CANCELLATION POLICY

16.1 Orders for standard inventory GOODS that are cancelled after acceptance by COMPANY are subject to a restocking charge of twenty-five percent (25%) of the applicable purchase price unless otherwise stated in the quotation.

16.2 Special-order, custom-configured, non-stock, non-cancellable/non-returnable, or manufacturer-specific GOODS may not be cancelled and may be subject to cancellation charges of up to one hundred percent (100%) of the applicable order value.

16.3 CUSTOMER shall also be responsible for any cancellation, restocking, engineering, configuration, freight, manufacturer, or other charges incurred by COMPANY as a result of CUSTOMER's cancellation.

16.4 Cancellation of GOODS does not automatically cancel SERVICES already performed, committed, scheduled, or incurred by COMPANY.

16.5 COMPANY may require payment of all applicable cancellation charges before issuing any credit.

17. GOVERNING LAW AND VENUE

17.1 The CONTRACT shall be governed by and interpreted in accordance with the laws of the State of Maryland, without regard to its conflict-of-law principles, except to the extent federal law applies.

17.2 To the extent permitted by applicable law, the state courts located in Maryland and the United States District Court for the District of Maryland shall have exclusive jurisdiction over disputes arising out of or relating to the CONTRACT, GOODS, or SERVICES.

17.3 CUSTOMER and COMPANY each consent to personal jurisdiction and venue in such courts and waive any objection based upon inconvenient forum or improper venue to the extent permitted by law.

17.4 The prevailing party in an action to interpret or enforce the CONTRACT shall be entitled, to the extent permitted by applicable law, to recover its reasonable attorneys' fees and costs incurred in connection with such action.

18. WAIVER OF JURY TRIAL

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND CUSTOMER EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR CLAIM ARISING OUT OF OR RELATING TO THE CONTRACT, THE GOODS, THE SERVICES, OR THE TRANSACTIONS CONTEMPLATED BY THE CONTRACT.

19. MISCELLANEOUS

19.1 Entire Agreement. The CONTRACT constitutes the entire agreement between COMPANY and CUSTOMER concerning the applicable transaction and supersedes prior oral or written agreements concerning the same subject matter, except for documents expressly incorporated into the CONTRACT.

19.2 Severability. If any provision of the CONTRACT is determined to be invalid or unenforceable, that provision shall be enforced to the maximum extent permitted by law and the remaining provisions shall remain in full force and effect.

19.3 No Waiver. Failure by COMPANY to enforce any provision of the CONTRACT shall not constitute a waiver of that provision or of COMPANY's right to enforce it in the future.

19.4 Assignment. CUSTOMER may not assign the CONTRACT or any rights or obligations under the CONTRACT without COMPANY's prior written consent. COMPANY may assign the CONTRACT to an affiliate, successor, purchaser of substantially all of its assets, or other successor in interest.



19.5 Notices. Notices required under the CONTRACT shall be provided in writing by personal delivery, nationally recognized overnight courier, certified mail, or electronic transmission to the contact information stated in the applicable quotation or CONTRACT, unless the parties agree otherwise in writing.

19.6 Independent Contractors. COMPANY and CUSTOMER are independent contracting parties. Nothing in the CONTRACT creates a partnership, joint venture, agency, employment relationship, or fiduciary relationship between the parties.

19.7 No Third-Party Beneficiaries. The CONTRACT is intended solely for the benefit of COMPANY and CUSTOMER and does not create rights in any third party except where expressly stated.

19.8 Survival. Provisions concerning payment obligations, intellectual property, indemnification, warranty limitations, liability limitations, confidentiality, governing law, dispute resolution, and any other provisions that by their nature should survive termination shall survive termination or completion of the CONTRACT.

19.9 Electronic Acceptance. CUSTOMER's execution of a quotation, PO, agreement, electronic acceptance, payment, receipt of GOODS, or acceptance of SERVICES shall constitute acceptance of these Terms and Conditions to the extent permitted by applicable law.

19.10 Amendments. No amendment to the CONTRACT shall be effective unless made in writing and signed by authorized representatives of both parties, except that COMPANY may issue updated standard Terms and Conditions for future transactions.

19.11 Headings. Section headings are for convenience only and shall not affect interpretation.

THIRD-PARTY GOODS ARE SUBJECT TO THE APPLICABLE MANUFACTURER'S WARRANTY, IF ANY. COMPANY'S EXPRESS WARRANTY IS LIMITED TO THE SPECIFIC COMPANY WARRANTIES EXPRESSLY PROVIDED IN SECTION 9.

NOTHING IN THESE TERMS AND CONDITIONS SHALL BE INTERPRETED TO PROVIDE A WARRANTY OR REMEDY THAT COMPANY HAS NOT EXPRESSLY UNDERTAKEN IN WRITING, EXCEPT TO THE EXTENT SUCH WARRANTY OR REMEDY CANNOT LAWFULLY BE DISCLAIMED OR LIMITED.

IMPORTANT COMMERCIAL NOTICE

CUSTOMER SHOULD REVIEW THE APPLICABLE QUOTATION, SCOPE OF WORK, MANUFACTURER WARRANTY, DELIVERY TERMS, AND THESE TERMS AND CONDITIONS BEFORE ACCEPTING ANY ORDER.