



Standard Terms and Conditions of Sale

Antila Technologies LLC., is herein referred to as the "Seller" and the customer or person or entity purchasing products or services ("Products") from Seller is referred to as the "Buyer". These Terms and Conditions, any price list or schedule, quotation, order acknowledgment or invoice from Seller relevant to the sale of the Products and all documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement governing the sale of Products by Seller to Buyer. Buyer's acceptance of the Products will manifest Buyer's assent to these Terms and Conditions. Any variation between Buyer's own resale terms and conditions and these Terms and Conditions shall be the Buyer's responsibility.

1. **PRICE AND ORDER ACCEPTANCE** - All prices are subject to change by Seller without notice at any time prior to order acknowledgment. All sales are subject to increase without notification by the amount of any sales or excise taxes levied or charged by any governmental agency and are subject to any price adjustment necessitated by Seller's compliance with any government action. Order acceptance as well as shipments and deliveries shall be subject to approval of Seller's Credit Department. Seller reserves the right in its sole discretion to refuse orders.

SELLER'S ACCEPTANCE OF BUYER'S PURCHASE ORDER IS EXPRESSLY MADE CONDITIONAL ON BUYER'S ACCEPTANCE OF THE FOLLOWING TERMS AND CONDITIONS OF SALE, WHICH ARE IN LIEU OF ANY ADDITIONAL OR DIFFERENT TERMS CONTAINED IN BUYER'S PURCHASE ORDER OR OTHER DOCUMENT OR COMMUNICATION PERTAINING TO BUYER'S ORDER OR THE GOODS. FAILURE OF SELLER TO OBJECT TO ANY TERMS OR CONDITIONS WHICH MAY BE CONTAINED IN ANY DOCUMENT OR FORM OF BUYER SHALL NOT BE CONSTRUED AS A WAIVER OF THESE CONDITIONS, NOR AS AN ACCEPTANCE OF ANY SUCH TERMS AND CONDITIONS.

2. **BUYER SUPPLIED DATA:** To the extent that Seller has relied upon any specifications, information, representation of operating conditions or other data or information supplied by Buyer to Seller in the selection or design of the Products and/or provision of the Services and the preparation of Seller's quotation, and in the event that actual operating conditions or other conditions differ for those represented by Buyer and relied upon by Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void, unless otherwise mutually agreed upon in writing.
3. **TERMS OF PAYMENT** – Unless otherwise specified by Seller, terms are F.O.B. shipping point, net thirty (30) days from date of Seller's invoice in U.S. currency. Seller shall have the right, among other remedies, either to terminate this agreement or to suspend further performance under this and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future deliveries and the Products theretofore delivered. If such cash payment or security is not provided, in addition to Seller's other right and remedies, Seller may discontinue deliveries.
4. **SHIPMENT AND RISK OF LOSS** - Seller's responsibility for damages in transit ceases upon delivery of goods to carrier and Buyer then assumes responsibility for damage determination and collection from carrier. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Shortages or damages must be acknowledged and signed for at the time of delivery. While Seller will use all reasonable commercial efforts to maintain the delivery date(s) acknowledged or quoted by Seller, all shipping dates are approximate and not guaranteed.
5. **CHANGE AND CANCELLATIONS** - Buyer may request changes or additions to the Products consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price and dates of delivery. Changes to scheduled orders must be requested in writing with a full 60-day notice or such changes will not be permitted unless accepted in writing by Seller. Attempted rescheduling within a 60-day notice period, or refusal of timely shipment based on improperly requested rescheduling, will result in an additional charge for all incurred freight plus any storage expense incurred. Cancellation of scheduled orders will be accepted only if made in writing and received 60 days prior to the scheduled shipment of order and will result in a charge to Buyer for expenses incurred by Seller which include, among other things, all costs and expenses incurred, and, to cover commitments made by the Seller and a reasonable profit thereon are due prior to acceptance of cancellation. Cancellation charges shall be, at a minimum, at least 15% of the purchase price of the goods covered by the cancelled orders.
6. **EXCUSE OF PERFORMANCE** - Seller shall not be liable for delays in performance or for non-performance due to acts of God; acts of Buyer; war; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; shortages of labor, fuel, raw material or machinery; or technical failure where Seller has exercised ordinary care in the prevention thereof; or, unforeseen circumstances or any events or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of the agreement shall otherwise remain unaffected as a result of the foregoing.
7. **LIMITED WARRANTY** - Subject to the limitations of this Section and Section 8, Seller warrants that the Products manufactured by Seller will be free from defects in material and workmanship under normal use and regular service and maintenance for a period of twelve (12) months from date of shipment by Seller ("Warranty Period") unless otherwise specifically set forth in the Seller's Product quotation to Buyer. Products purchased by Seller from a third party for resale to Buyer shall carry only the warranty extended by the original manufacturer.

If within thirty (30) days after Buyer's discovery of any warranty defects within the Warranty Period, Buyer notifies Seller thereof in writing, Seller shall, at its option, repair, correct or replace F.O.B. point of manufacture or refund the purchase price for that portion of the Products found by Seller to be defective. Failure by Buyer to give such written notice within the applicable time period shall be deemed an absolute and unconditional waiver of Buyer's claim for such defects. Products repaired or replaced during the warranty period shall be covered by the foregoing warranty for the remainder of the original warranty period or ninety (90) days from the date of shipment, whichever is longer. This warranty shall not apply to and does not cover any Product: (1) which has been repaired or altered by parties other than Seller in any manner so as, in Seller's judgment, to affect its serviceability or proper operation; (2) which has been subjected to improper handling, installation, operation, maintenance, repair, or modification, or alteration; or (3) which has been subjected to misuse, negligence, abuse, accident, abnormal wear and tear, or deterioration caused by chemicals or other substances or corrosion.

Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Products, either alone or in combination with other products/components.

THESE ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO PRODUCTS AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS, OR OTHERWISE, AND WHETHER OR NOT SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE.

8. LIMITATION OF REMEDY AND LIABILITY - THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT, OR REFUND OF THE PURCHASE PRICE UNDER SECTION 7.

SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE TO BE PAID BY BUYER FOR THE SPECIFIC PRODUCTS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT IN NO EVENT SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use or revenue, cost of capital or loss or damage to property or equipment.

BUYER IS RESPONSIBLE FOR DETERMINING THE SUITABILITY OF OUR PRODUCTS FOR BUYER'S USE OR RESALE, OR FOR INCORPORATING THEM INTO OBJECTS OR FOR APPLICATIONS WHICH BUYER DESIGNS, ASSEMBLES, CONSTRUCTS OR MANUFACTURES.

9. RETURNS – All sales are final. However, in some cases returns may be allowed. Under no circumstances may Product be returned to the Seller unless advance written authorization and shipping instructions have been received from the Seller or its duly authorized representative. Product specially manufactured for Buyer is not returnable. Standard Product, in an unused and undamaged condition, subject to written authorization above, may be returned at Buyer's expense within thirty (30) days after receipt subject to payment by Buyer of a minimum fifteen (15) percent of the purchase price, plus inspection and restocking charge when applicable.
10. INDEMNIFICATION: Buyer will indemnify, defend and hold Seller, its affiliated companies and their respective directors, officers, employees and agents harmless from any loss, claim, cost, expense or damage (including payment of reasonable attorneys' fees) suffered or incurred by any of them and/or for which any of them may be liable to any third party due to, arising from or in connection with, directly or indirectly: (a) any violation of law, negligence, omission or intentional misconduct on the part of the Buyer, its servants, agents or employees; (b) Buyer's instructions or lack of instructions or Buyer's failure or delay in taking delivery; (c) the breach of any provision of this Agreement by Buyer; or (d) any infringement or alleged infringement of patents, trademarks, copyright, design, right or other intellectual property right occasioned by the importation, manufacture or sale of the Product if made to the specification or special requirement of Buyer.
11. GENERAL PROVISIONS - 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 the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. 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, and no modification or additional terms shall be applicable to this agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected by Seller. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

The validity, performance, and all other matters relating to the interpretation and effect of this agreement shall be governed by the law of the state of Texas. All disputes arising under or in connection with this Contract shall be resolved by (a) good-faith negotiations by knowledgeable, responsible representatives of each party who are fully authorized to settle any such dispute, or (b) in the event such negotiations do not resolve such dispute, binding arbitration held in Houston, Texas, by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Each party shall bear its own costs of these procedures; the parties shall equally split the fees of the arbitration and the arbitrator. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued.