

SAGE SERVICESGROUP, LLC
TERMS AND CONDITIONS OF SALE
LEADS, CABLES, SENSORS AND HOSES

- 1. OFFER AND ACCEPTANCE; ENTIRE AGREEMENT** – These Terms and Conditions of Sale are incorporated by reference into all sales made by Sage Services Group, LLC. (“Seller”) for the Buyer’s purchase of any and all products (the “Goods”) being sold by Seller to Buyer and shall supersede all prior understandings, transactions and communications, whether written or oral, with respect to the matters referred to herein and form the complete contract between Seller and Buyer. These Terms and Conditions of Sale shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. **SELLER’S ACCEPTANCE OF ANY OFFER MADE BY BUYER IS EXPRESSLY CONDITIONAL ON BUYER’S ASSENT TO THESE TERMS AND CONDITIONS.** Any modification, alteration, amendment, additional or conflicting term contained in Buyer’s order form or other written or oral communication is hereby objected to and rejected and shall not be binding upon Seller unless otherwise specifically agreed to in writing by an authorized management-level representative of Seller. The terms and conditions contained herein may be modified or cancelled by Seller at any time prior to acceptance by Buyer. Seller and Buyer acknowledge and agree that the sale of the Goods described is not a consumer transaction.
- 2. PRICES** – Prices do not include federal, state or local taxes imposed on the Goods including, without limitation, sales, use or excise taxes; such taxes, if any, shall be paid by Buyer in addition to the price invoiced. If Seller is required to prepay any such tax or fee, Buyer will reimburse Seller for the same. Buyer must provide Seller with a resale/exemption certificate in order to avoid the withholding of applicable taxes. All terms of payment shall be as specified by Seller in writing and shall be made in good funds (U.S. Dollars) without set-off or deduction, or if no terms of payment are specified, within thirty (30) days of the invoice date. If the Goods are ready for shipment on or after the scheduled shipment date and the Goods cannot be shipped because of Buyer’s request for delay, or for any other reason beyond Seller’s reasonable control, payment shall be made upon notification to Buyer that the Goods are ready for shipment, or as otherwise specified by Seller in writing. Seller may decline at any time either to accept an order, or to ship the Goods subject to an order, until Seller has received payment in full from Buyer. Unpaid balances shall bear interest from the due date at the rate of 1.5% per month, not to exceed the maximum lawful monthly limit. Buyer agrees to pay reasonable costs, including reasonable attorneys’ fees, incurred by Seller to collect any amounts due hereunder. Buyer may not withhold or set-off any payment because of any dispute or claim.
- 3. DELIVERY** – Delivery of the Goods described herein shall be FOB Origin, Freight Prepaid and Charged Back (i.e., Seller pays freight and adds it to invoice; Buyer bears freight, handling and processing costs; Buyer owns goods in transit). Seller will use all commercially reasonable efforts to meet the scheduled dates for shipment and delivery, but does not guarantee any delivery or completion date. Seller shall not be liable for any loss, damage, expense or charge of any kind resulting from delay in shipment or delivery.
- 4. TITLE AND RISK OF LOSS OR DAMAGE** – Despite any agreement with respect to delivery terms or prepayment of transportation or insurance charges, the title and risk of loss or damage shall pass to Buyer, and delivery shall be deemed to be complete, upon delivery to a private or a common carrier or upon moving into storage, whichever occurs first.
- 5. INSPECTION/ACCEPTANCE OF GOODS** – Buyer shall be responsible for inspecting all Goods prior to acceptance; provided, however, that if Buyer shall not have given Seller written notice of rejection within ten (10) business days following receipt by Buyer, the Goods shall be deemed to have been accepted by Buyer.
- 6. WARRANTY** – Seller warrants to Buyer that the Goods shall be free from defects in material and workmanship for one year in which warranty period shall commence from the date of the original shipment of the Goods. All warranty claims must be made by written notice to Seller within the specified warranty period. This warranty is contingent upon the following: (i) Buyer establishes that the Goods have been properly installed, maintained and operated within the limits of their intended and normal usage; (ii) upon Seller’s request, Buyer will return to Seller, at Buyer’s expense and subject to Seller’s direction, any defective Goods or parts thereof; and (iii) Seller promptly receives written notice of any defect and such defect is verified upon return of the Goods to Seller at Buyer’s expense or upon inspection by an authorized representative of Seller at Seller’s option. If Buyer, after delivery, shall modify, alter, substitute or change any of the Goods acquired from Seller, then Seller’s warranty with respect thereto shall be null and void and of no force and effect whatsoever. This warranty does not extend to: (i) defects due to misuse, abuse, neglect, (ii) Goods not used in accordance with normal operating and maintenance instructions, (iii) damage caused by corrosion or erosion, (iv) damage to Goods subject to wear and tear, (v) damage caused by Buyer’s failure to provide a suitable installation environment for the Goods, (vi) damage caused by use of the Goods for purposes other than those for which they were designed, (vii) damage caused by disasters such as fire and other casualties, (viii) damage during shipment. **Items replaced under the terms of this warranty are covered for the remainder of the original warranty term unless otherwise specified in writing by Seller.**
- 7. EXCLUSIVE REMEDY** – If the conditions of Section 6 have been met, then Seller shall fulfill its warranty obligation by, at its option, (1) replacement of the Goods or parts thereof, or (2) refund of the purchase price for such defective Goods. Buyer also agrees to defend, indemnify and hold Seller harmless from and against all claims, liabilities, litigation, damages, costs and expenses (including reasonable attorneys’ fees related to personal injury [including death], property damage or otherwise), which may be sustained by Buyer, its agents, employees or any third-parties related to or resulting from the use, operation or sale of the Goods supplied by Seller.
- 8. DISCLAIMER – THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY, PERFORMANCE AND DESIGN, WRITTEN OR ORAL, EXPRESSED OR IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM THE COURSE OF DEALING OR USAGE OF TRADE, ARE HEREBY EXPRESSLY DISCLAIMED BY SELLER AND ALL GOODS MANUFACTURERS.**
- 9. LIMITATION OF LIABILITY** – SELLER SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE RESULTING FROM FAULTY OR INCOMPLETE INFORMATION PROVIDED BY BUYER, INCLUDING, BUT NOT LIMITED TO, INCORRECT PART NUMBERS OR A MIS-DIAGNOSIS. IN NO EVENT SHALL SELLER, ITS AFFILIATES, SUPPLIERS AND SUBCONTRACTORS, BE LIABLE TO BUYER OR TO ANY THIRD-PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE, COST OF CAPITAL, COST OF SUBSTITUTION, DOWNTIME COSTS OR DELAYS, NOR FOR ANY PENALTIES, WHETHER ANY SUCH CLAIM FOR THE SAME IS BASED ON CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF WHETHER SELLER HAD NOTICE OF SUCH POTENTIAL CLAIMS AND TO THE MAXIMUM EXTENT ALLOWED BY LAW. SELLER’S LIABILITY FOR ANY SUCH CLAIMS OR FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, OR FROM ANY DESIGN, SALE, INSTALLATION, OPERATION OR USE OF THE GOODS, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID TO SELLER BY BUYER FOR THE SPECIFIC GOODS OR PART THEREOF.

10. FORCE MAJEURE – Seller shall not be liable for any delay in performance or nonperformance which is due to war, fire, flood, acts of God, acts of third parties, acts of terrorism, acts of governmental authority or any agency or commission thereof, accident, breakdown of equipment, or similar or dissimilar causes beyond its reasonable control including, but not limited to, those interfering with production, supply or transportation of the Goods or components, or Seller's ability to obtain, on terms it deems reasonable, labor, parts, equipment or transportation, or to acts or omissions of third-parties, or causes of action resulting from personal injury or property damage.

11. INDEMNIFICATION FOR INFRINGEMENT – If Goods supplied by Seller are used by Buyer to infringe, or such use is alleged to infringe, any patent, copyright, or other intellectual property right, or if Goods supplied by Seller pursuant to Buyer's designs or specifications infringe or are alleged to infringe any patent, copyright or other intellectual property right, Buyer shall indemnify, defend and save Seller harmless from and against all damages, liabilities and costs incurred or suffered by it as a result of such infringement or allegation of infringement.

12. GENERAL

Complete Agreement – This agreement supersedes all prior agreements and understandings, oral or written, relating to the Goods and constitutes the entire agreement between the parties related to the Goods.

Amendments; Modifications – No amendments or modifications of this agreement shall be binding or effective unless in writing and signed by both parties, including an authorized management-level representative of Seller.

Severability – If a provision of the agreement is held to be invalid or unenforceable, the agreement shall continue in full force and effect and shall be construed as if the invalid or unenforceable provision was omitted.

Waiver – No waiver of any breach of the agreement shall be construed as a waiver of any prior, concurrent, or subsequent breach hereof.

Governing Law – This agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, excluding its conflicts of law provisions. All causes of action under this agreement shall expire unless brought in a court of law located in Charleston County, South Carolina, United States, to which Buyer does hereby consent to personal jurisdiction, within one (1) year of the date of the occurrence of the event giving rise to any such claim. Buyer waives any argument that personal jurisdiction and venue in such forums is not proper or convenient for any reason, and agrees that any litigation initiated either by Seller or Buyer shall be venued in a court located in Charleston County, South Carolina, United States. Seller shall not be required to perform its obligations if Buyer has defaulted on its obligations (e.g., failed to pay) or any other contract involving Seller. Seller shall have all other rights and remedies conferred by law.

Assignment – Neither this agreement nor any rights or benefits hereunder are assignable by Buyer without the prior written consent of Seller. Any such prohibited assignment shall be null and void.

Attorneys' Fees – In the event that Seller is the prevailing party in any action, proceeding or arbitration between Seller and Buyer concerning the interpretation, and/or enforcement of any of the terms or provisions of the agreement, Buyer shall be liable to Seller for all costs, including reasonable attorneys' fees, incurred by Seller with respect to such action, proceeding or arbitration.