



## GENERAL TERMS AND CONDITIONS OF SALES

This document set forth the terms and conditions of sale and/or acknowledgment ("Terms" or "Acknowledgment") of original purchaser's ("Buyer") purchase order for Jackson Labs Technologies, Inc. ("Jackson Labs") products ("Goods") These Terms may only be waived or modified in a written agreement signed by any authorized representative of Jackson Labs. ANY ADDITIONAL OR DIFFERENT TERMS IN BUYER'S PURCHASE ORDER ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS, AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM ARE HEREBY GIVEN. NEITHER JACKSON LABS'S ACKNOWLEDGMENT OF THE PURCHASE ORDER, NOR JACKSON LABS'S FAILURE TO OBJECT TO CONFLICTING, CONTRARY OR ADDITIONAL TERMS AND CONDITIONS IN THE PURCHASE ORDER SHALL BE DEEMED AN ACCEPTANCE OF SUCH TERMS AND CONDITIONS, OR A WAIVER OF THE PROVISIONS HEREOF. UNLESS OTHERWISE STATED IN A PREVIOUSLY EXECUTED WRITTEN PURCHASE AGREEMENT BETWEEN JACKSON LABS AND BUYER COVERING THE SPECIFIC GOODS THAT ARE THE SUBJECT OF BUYER'S PURCHASE ORDER, JACKSON LABS'S ACCEPTANCE OF BUYER'S PURCHASE ORDER IS SPECIFICALLY CONDITIONED UPON BUYER'S ACCEPTANCE OF THESE TERMS. These Terms establish the rights, obligations and remedies of Jackson Labs and Buyer, which apply to Buyer's order accepted by Jackson Labs herein ("Agreement") for the purchase of Goods. Buyer's acceptance to these Terms shall be conclusively presumed from a) Buyer's receipt of this Acknowledgment without written objection within three (3) business days of receipt of this Acknowledgment, b) Buyer's instructing Jackson Labs to begin work or to ship any Goods after receipt of this Acknowledgment, or c) acceptance by Buyer of all or any part of the Goods ordered.

**1. INSPECTION; ACCEPTANCE** - Inspection and acceptance of the Goods shall be the Buyer's responsibility. Buyer shall promptly inspect and accept any Goods after receipt of such Goods. In the event the Goods do not conform to the applicable Goods specifications or purchase order, such as obvious defects, Buyer shall promptly notify Jackson Labs of such nonconformance in writing and Jackson Labs shall have a reasonable opportunity to repair or replace the non-conforming Goods at its option. Buyer is deemed to have accepted the Goods and to have waived any such nonconformance in the event such written notification is not received by Jackson Labs within ten (10) days after delivery of the Goods. To the extents any defects and damages are not discoverable during the above acceptance and inspection period, Buyer's sole remedy for such discovered defects shall be set forth in Section "Limited Warranty" below.

**2. DELIVERY** - Buyer acknowledges that delivery dates provided by Jackson Labs are estimates only, and that Jackson Labs is not liable for failure to delivery on such dates. Jackson Labs shall make reasonable efforts to meet Buyer's delivery requirements. In the event Jackson Labs is more than 60 days late against Jackson Labs acknowledged ship date, Buyer's sole remedy is to cancel the applicable purchase order. All Orders for Jackson Labs products are "NCNR", non-cancelable, non-returnable.

**3. EXPORT CONTROL** - Buyer is hereby informed that the Goods and related technical data and information (collectively "Jackson Labs Technology") provided by Jackson Labs hereunder are subject to United States ("U.S.") export control laws, orders and regulations, including without limitation those enforced by the Office of Foreign Asset Control of the U.S. Department of Treasury, the Bureau of Industry Security of the U.S. Department of Commerce and the International Traffic in Arms Regulations enforced by the U.S. State Department (collectively "Regulations"), and may be subject to export or import regulations in other countries. These Regulations are available to Buyer and the public on these U.S. agencies websites and are subject to change from time to time by these same agencies. Buyer agrees to comply strictly with all such Regulations when re-exporting or otherwise shipping, transferring or transmitting Jackson Labs Technology, and will not engage in any transactions in connection with Jackson Labs Technology that would be prohibited by these Regulations. Without limiting the foregoing, Buyer shall not sell, transfer or otherwise make available any Jackson Labs Technology to a) any person or company who is a legal resident or is controlled by a legal resident identified on the U.S. Department of Commerce's Denied Person or Entity List, the U.S. Department of Treasury's Specially Designated

Nationals or Blocked Person Lists, or the Department of State's Debarred Parties List, as published and revised from time to time on these agencies websites; b) to any U.S. sanctioned or embargoed country; or c) any party if its knows or suspect that Jackson Labs Technology will be used in the design, development, production or use of nuclear weapons, ballistic missiles chemical/biological weapons or proliferation or are destined for a facility engaged in such activities.



Buyer acknowledges its responsibility to obtain a license to export, re-export or import as may be required. Jackson Labs may suspend performance if Buyer is in violation of applicable regulations.

**4. FORCE MAJEURE** - Neither party shall be liable to the other for any delay or failure to perform its obligations hereunder (except the payment of sums due) to the extent caused by an event beyond such party's reasonable control, including but not limited to strikes, stoppage of work, delays by suppliers or subcontractors, embargoes, government regulations, delays or refusals to grant an export or import license or the suspension or revocation thereof or any acts of any government, fire, floods, severe weather conditions or any other acts of God; quarantine, public enemies, war, acts of terrorism or acts of civil or military authority ("Force Majeure event"). If such an event occurs, the affected party shall give immediate written notice to the other party. In the event Jackson Labs is the affected party, Jackson Labs's time of performance of any such obligations shall be extended for the time period of such delay or Jackson Labs may elect to suspend performance hereunder for the duration of the Force Majeure event or terminate the affected purchase order or agreement without penalty and without being deemed in default or in breach thereof.

**5. HAZARDOUS/TOXIC SUBSTANCES** - Jackson Labs shall provide Buyer with any Material Safety Data Sheets (MSDS) applicable to the Goods offered hereunder upon Buyer's request.

#### **6. INFRINGEMENT INDEMNITY**

6.1. Jackson Labs agrees to defend Buyer, from and against any third party's suits, claims, actions or proceedings alleging that the Buyer's use of the Goods infringes or misappropriates such third party's United States patent, copyright, or other proprietary rights, and Jackson Labs agrees to reimburse Buyer for any damages finally awarded against Buyer by a court of competent jurisdiction that may result from any such third party claim; provided, (a) Buyer notifies Jackson Labs promptly in writing of the claim; (b) Jackson Labs has the sole control of the defense and all related settlement negotiations; and (c) Buyer provides Jackson Labs (at Jackson Labs's request and reasonable expense) with all necessary assistance, information and authority to perform these duties. This entire Section "INFRINGEMENT INDEMNITY" states the sole obligation and exclusive liability of Jackson Labs and Buyer's sole and exclusive remedy for any infringement claims and actions.

6.2. This indemnity does not extend to any claim of infringement based on or arising from (i) Jackson Labs's compliance with Buyer's designs, specifications or instructions; (ii) modification, alteration or enhancement of the Goods by Buyer or any other third party; (iii) the combination or use of the Goods furnished hereunder with materials or components not provided or specifically specified by Jackson Labs; or (iv) the use of any version of software other than the latest commercially available version of the software made available to Buyer to the extent the infringement would have been avoided by use of such version. At any time after such a claim has been made or Jackson Labs believes is likely to be made, or such Good is finally found to be an infringement and Buyer is enjoined from its use, Jackson Labs shall, at its option and using commercially reasonable efforts, either:

- a) Obtain for Buyer the right to continue using such Goods with no additional cost to Buyer; or
- b) Replace or modify such Goods, while retaining comparable functionality; or
- c) Accept the return of the Goods and refund the purchase price less a pro-rated portion for use of the Goods.

**7. PRICES AND PAYMENTS** - Unless otherwise agreed to by Jackson Labs in writing, all prices are in U.S. Dollars and are based on delivery EXW. Price is exclusive of all applicable Taxes (as defined in Section "TAXES" below), freight charges, insurance and brokerage fees. Jackson Labs shall send an invoice for each shipment of Goods to Buyer at the address specified by in Buyer's purchase order. Payment shall be made in U.S. Dollars. Payment term is subject to Jackson Labs's credit approval. Where approved, Buyer shall pay for the Goods in full thirty (30) days from date of invoice, without regard to delays for inspection or transportation and notwithstanding any order for services to be performed.

For locations outside of U.S. or Canada, Buyer may prepay, or if the Order is over \$10,000 USD, pay by means of an irrevocable letter of credit, drawn or confirmed by a U.S. bank in favor of Jackson Labs, with drafts payable at sight, unless otherwise agreed in advance by Jackson Labs. All bank charges incurred by the opening bank and charges to

effect payment to Jackson Labs in U.S. Dollars shall be Buyer's responsibility. Overdue payments shall bear interest of one and one-half percent (1.5%) per month or the maximum rate allowable by law.

Jackson Labs Technologies, Inc. 10080 Alta Dr. Suite 110 Las Vegas, NV 89145  
Phone (702) 233-1334 [info@jackson-labs.com](mailto:info@jackson-labs.com)

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