



an **ELEXIS** company

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## BST North America

### GENERAL TERMS & CONDITIONS OF SALE

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#### 1) **Definition terminologies used**

The Seller is defined as BST. The Buyer is defined in the quotation, Buyer's purchase order, or Seller's Confirmation of Order. Equipment outlined in the quotation may be referred to as "goods". Shipment refers to the date the Equipment leaves the Seller's factory or parts warehouse. The names Eltromat, and AccuWeb that may be used in a quotation, are trademarks and products of BST GmbH and BST North America.

#### 2) **Price and Delivery Terms**

The Price and Delivery Terms (Incoterms 2020) are shown as specified in the quotation or order confirmation. All prices shown are either in US \$ or Euro.

#### 3) **Confidentiality**

Buyer shall not disclose to third parties any drawings, specifications, estimates, price quotations, or any other documentation regarding the Equipment and quotation. These materials are either copyrighted or a confidential part of the purchase agreement between the Buyer and BST.

#### 4) **Acceptance of an Order**

A quotation or a Buyer's purchase order does not constitute an accepted order by BST. An accepted order is either countersigned by an officer of BST North America, or a Purchase Order Acknowledgement is sent to the Buyer.

#### 5) **Delivery**

Seller cannot give a firm delivery date; however, upon receipt of Buyer's order, and upon acceptance of the order, Seller can quote an approximate shipment date and issue the confirmation of order after receipt of the applicable down payment and completion of technical clarifications. Seller's delivery period commences upon issuance of Seller's "Confirmation of Order". Delivery occurs when Seller places the goods in the possession of a carrier for shipment to Buyer or when Seller notifies Buyer of readiness to ship, whichever occurs first. Partial delivery is permissible.

#### 6) **Risk of Loss**

Risk of loss shall pass to Buyer upon delivery to the specified Buyer's loading dock or receiving.

#### 7) **Payment**

Payment shall be made in accordance with the terms of the Seller's order confirmation and unless otherwise specified, all payments are due net 30 days unless otherwise specified on the quotation, Order Confirmation, and/or invoice. An interest charge of 5% per month will be charged for late payments. Buyer shall not set-off against the purchase price any disputed claim against Seller which has not been established by a court of competent jurisdiction. Standard payments are by check drawn on a US Bank, ACH or wire transfers. Taxes are the sole responsibility of the Buyer as well as interest costs or additional fees associated with payments. Payments made by credit cards will be charged an additional 2.64% processing fee (reviewed and adjusted annually, mid-year). **The terms of payment will be at the discretion of the Seller and are subject to change based on the payment and credit history of the Buyer.**

#### 8) **Warranty**

**BST STANDARD WARRANTY IS 12 MONTHS FROM THE DATE OF SHIPMENT FROM THE FACTORY.** Any modification to this will be specified in the quotation or order confirmation. Seller's liability hereunder is limited solely to the cost of the replacement parts and is not liable for labor, taxes (if any), and transportation costs. Seller is not responsible for consequential damages.

Seller warrants that any replacement part shall be free from defects for a period of 3 months from the date of shipment from the factory or warehouse or the expiration of the original warranty period, whichever is greater. If any strobe bulbs are used in the equipment purchased, they have a reduced limited warranty of 6 months from date of Shipment.

Notwithstanding anything contained herein to the contrary, for this warranty to be effective, Seller must receive written notification of the warranty claim within the warranty period. **THE FOREGOING IS IN LIEU OF ALL WARRANTIES AND LIABILITIES WHETHER STATUTORY, EXPRESSED, OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WORKMANLIKE SERVICE.**

**9) Special Conditions**

Seller shall not be liable for any damages or claims whatsoever, including liability for personal injury or property damage arising out of the operation, storage, or transportation of the goods if Buyer (i) removes or in any way modifies safety devices or warning labels supplied with the goods; or (ii) fails to operate the goods and Equipment in accordance with the instructions supplied by the Seller. In addition, the warranty for the goods, Equipment, and replacement parts provided by Seller shall be void if the Buyer removes any of safety devices, labels or fails to operate the goods in accordance with the instructions provided by the Seller.

**10) Consequential Damages**

Seller shall not be liable, directly, or indirectly, in contract, tort or otherwise, for damages or delay, downtime, loss of use, loss of revenue, personal injury, death or property damage.

**11) Limitation Period**

Any legal action against Seller shall be brought within one (1) year from the date of shipment or the action shall be forever barred.

**12) Cancellation**

A cancellation fee amounting to a minimum of 50% of the Equipment purchase price will be applied to all orders that are cancelled after receipt of the Buyer's purchase order and down payment.

**13) Default**

Should Buyer be in default or breach any of these Terms and Conditions or fail to make any payment in accordance with the terms of the Seller's Confirmation of Order, Seller has the option to declare immediately due and payable any unpaid balance of the purchase price. In the event of non-payment Seller reserves the right to suspend the supply of goods and add any costs incurred in the recovery of the amount outstanding to the final balance. As outlined in Paragraph 2, all payments which are past due shall be subject to a service charge of 5% per month. Buyer shall pay all costs of collection, including a reasonable attorney's fee, if incurred. Any relaxation or indulgence granted to the Buyer by the Seller shall not be deemed in any way waiver of, or to prejudice the rights of the Seller.

**14) Applicable Law**

These Terms and Conditions shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. Jurisdiction and venue of any legal action regarding this transaction must be filed exclusively with the Illinois Court of Claims.

**15) Excuse for Nonperformance**

Seller shall not be responsible for any delay or failure to make delivery of all or any part of the goods due to federal, state, or local actions, regulations or laws; strikes or other labor troubles; fire, storms or Acts of God; inability to obtain raw materials, labor, supplies, or any other circumstance beyond Seller's control which prevents, hinders, or makes commercially impracticable the manufacture or delivery of the goods; any of which shall excuse Seller from performance under these Terms and Conditions and Seller's Confirmation of Order.

**16) Security Agreement**

Buyer grants and conveys unto Seller a Security Interest in the goods until the purchase price has been fully paid. If requested by Seller, Buyer shall execute all documents necessary to timely perfect said Security interest.

**17) Force Majeure**

In no event shall the Seller be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.

**18) Entire Agreement**

**THESE TERMS AND CONDITIONS AND SELLER'S CONFIRMATION OF ORDER REPRESENT THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND CONTROL OVER ANY INCONSISTENCIES WITH BUYER'S PURCHASE ORDER. BUYER'S TERMS AND CONDITIONS ARE NOT PART OF THIS CONTACT OR PURCHASE AGREEMENT.**

**NO MODIFICATION OF THESE TERMS AND CONDITIONS OR SELLER'S CONFIRMATION OF ORDER SHALL BE VALID AND EFFECTIVE UNLESS IN WRITING AND SIGNED BY ALL PARTIES. THE INVALIDITY OF ONE PROVISION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PROVISIONS.**

*Revised - 21 September 2023*