

STANDARD TERMS AND CONDITIONS OF SALE
Rev. 7/13/2020

1. CONTROLLING TERMS AND CONDITIONS - These terms and conditions of sale are applicable to all quotations and

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13. USE OF PRODUCTS - Seller grants no license or right, expressly or by implication, estoppel, or otherwise, beyond the right of Buyer to install, operate, maintain and resell the goods delivered by Seller to Buyer offered for sale and are sold subject in every case to the condition that such sale does not convey any license, expressly or by implication, estoppel, or otherwise, under any patent claim or trade secret with respect to which Seller could grant licenses covering any other product, or any completed equipment, or any assembly, piping spool, circuit, combination, method or process in which, or in the manufacturing or testing of which, any such Seller products are used (notwithstanding that such Seller products may have been designed only for use in, or may only be useful in, such other patented products or such patented equipment, assembly, piping spool, circuit, combination, method or process, or in the manufacturing or testing thereof, and that Seller products may have been purchased and sold for such use). Except as stated above, Seller expressly reserves all its rights under such patent claims and trade secrets.

14. PROPRIETARY RIGHTS - The prints, drawings or specifications of Seller attached hereto or hereafter furnished by Seller to Buyer in connection with the obtaining or the performance of this Agreement are the property of Seller and represent a proprietary article with respect to which Seller retains all United States or foreign patents, trademarks or copyrights, including exclusive rights of use, manufacture and sale. Possession by Buyer of such prints, drawings or specifications does not convey any permission to manufacture, have manufactured or sell any goods shown thereon, and such information is disclosed to Buyer on a confidential basis.

15. TERMINATION - If Buyer fails to comply with any of the provisions hereto, or becomes the subject of a proceeding under state or federal law for relief of debtors, or makes an assignment for the benefit of creditors, Seller shall have the right to hold Buyer in default and, in addition to any other rights it may have, may cancel this Agreement in whole or in part.

16. EFFECT OF INVALIDITY - The invalidity in whole or in part of any provision hereto shall not affect the validity of any other provision.

17. CREDIT - Seller reserves the right at any time to alter or suspend credit, or to change credit terms provided herein, when in its sole opinion the financial condition of the Buyer so warrants. In such case, in addition to any other remedies herein or by law provided, cash payment or satisfactory security from Buyer may be required by Seller before shipment, or

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20. ASSIGNMENT - Buyer may not assign this Agreement, or any portion thereof without the express prior written consent of Seller. Subject always to the foregoing, this Agreement inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors and assigns of the parties hereto, in no event shall assignment relieve Buyer of liability for performance of the obligations imposed by this Agreement.

21. CONFORMANCE WITH LAW - Buyer assumes all responsibility for conformance of the goods with laws, rules, regulations and ordinances of any governmental or quasi-governmental agency applicable to the use or operation of the goods.

22. COMPLIANCE WITH EXPORT LAWS - Buyer agrees that it shall not export, re-export, transfer or release any goods, technology or software supplied by Seller hereunder, or any direct product of any technology or software supplied by Seller hereunder (hereinafter _____), except in full compliance with the U.S. Export Administration Regulations and all other applicable U.S. or other export laws and regulations, and in particular not to any prohibited party, to any prohibited country or for any prohibited end use. Buyer shall obtain the written consent of Seller prior to submitting any request to any U.S. government agency for authority to export, re-export, transfer or release any items. Buyer agrees to provide Seller with the full name(s) and address(es) of any intended end user(s) and the intended end use(s) as well as written assurances of _____ and/or _____ compliance with the applicable export laws and regulations as Seller may reasonably request from time to time. In no event shall Seller be required to export or deliver any items to Buyer if such export or delivery is prohibited by any applicable U.S. or other export laws or regulations at the time of export or delivery. _____ litigations under this Agreement shall be terminated and Seller shall be entitled to reasonable cancellation charges as per Paragraph 7 herein. Buyer shall indemnify and hold Seller harmless from all claims, demands, damages, costs, fines, penalties, attorney fees and all other expenses arising from Buyer _____ to comply with this clause or applicable U.S. or other export laws or regulations.

23. ENTIRE AGREEMENT - This Agreement shall constitute the entire understanding of the parties with reference to the subject matter hereof, and it is agreed that there are no understandings, promises, representations or agreements, whether oral or written, heretofore entered into between Seller and Buyer which have any force or effect. This Agreement may be amended only by a writing signed by the parties. No agent, employee, or representative of Seller has any authority to bind Seller to any affirmation, promise, representation or warranty concerning the goods, and any such affirmation, promise, representation or warranty shall be of no force or effect unless set forth in this Agreement. Any waiver of any right or remedy of Seller must be in writing and signed by an officer of Seller.