

BQ ERGONOMICS, LLC

TERMS & CONDITIONS OF SALE

1. **Prices, Taxes and Permits:** All prices are subject to change without notice. Seller's price shall be its price in effect at the time of shipment. All prices exclude sales, use, franchise, license, excise, and other taxes in respect of manufacture, sale or delivery of the goods furnished hereunder, export or import duties and inspection fees, all of which shall be paid by Purchaser unless a proper exemption certificate is furnished.
2. **Terms of Payment:** Unless otherwise specified, and subject to credit approval, the terms of domestic payment shall be net thirty (30) days from date of invoice, and payment on export shipments shall be cash in United States funds payable pursuant to Seller's instructions. Seller reserves the right to make delivery in installments, and all such installments are to be separately invoiced and paid for at the then current price when due per invoice, without regard to subsequent deliveries.
3. **Delivery** will be Ex – Works at plant of manufacture. Delivery dates are approximate and subject to confirmation.
4. **Risk of Loss:** Purchaser assumes all responsibility for risk of loss of, or damages to, the good furnished hereunder, upon delivery by Seller if the Purchaser delays shipment, payments are to be made as specified and the goods furnished hereunder shall be held at Purchaser's risk and subject to reasonable storage charges.
5. **Delays:** Seller shall not be responsible for reasonable or excusable delays in filling any order when due. "Excusable delays" include, without limitation, delays resulting from: accidents; acts of God; strikes; riots; civil commotion; fires; floods; freight embargoes or transportation delays; shortage of labor; inability to secure fuel, materials, supplies or power, all at present prices or on account of shortages thereof; any existing or future laws, acts, regulations, orders, requests or decrees of the Federal or of any State Government affecting the conduct of Seller's business which Seller in its judgment and discretion deems it advisable to comply with as a legal or patriotic duty; or other causes beyond Seller's control. "Reasonable delays" include, without limitation, delays to which the Purchaser, when notified, makes no objection. In the event of any such delay, the date of, delivery shall be extended for a period equal to the time lost by reason of the delay. In the event of inability, for any reason, to supply the goods to be furnished hereunder, Seller may allocate its available supply of such goods or raw materials among any or all purchasers, as well as departments, divisions, subsidiaries or affiliates of Seller or among Seller's product lines on such basis as Seller may deem practical without liability for any failure of performance which may result there from.
6. **Warranties:** The Seller warrants to the Purchaser that the good furnished hereunder will, for the appropriate periods of product warranties, as defined on our user instructions shipped with each product, conform to Seller's agreed to specifications. The obligation of the Seller and Purchaser's sole and exclusive remedy hereunder, shall be limited, at the Seller's option to replacement at purchaser's facility of any defective goods or refund of the purchase price thereof. Purchaser shall not return goods unless authorized in writing by Seller. Seller shall have the right to inspect the goods at Purchaser's installation. Purchaser's failure to give prompt written notice (30 days) upon discovery of any alleged defect shall constitute a waiver by Purchaser of all claims with respect thereto. Notwithstanding the foregoing warranties and remedies. Seller shall have no obligation hereunder if the goods become defective as a result of improper storage, contamination, adulteration, improper use or misapplication after delivery thereof to Purchaser. If the product fails to function due to defects in either materials or workmanship. BQE will, at its option, either repair or replace the product without charge, subject to the Warranty Limitations.

BQE, LLC warrants its products against defects in material or workmanship for a period of 3 years from receipt by end user.

Customers shall be responsible for returning products for warranty service to BQE, LLC, 7300 S. Tucson Way, Centennial, CO 80112.

Warranty repairs will include all labor, adjustments and replacement parts. Replacement parts may be remanufactured or contain remanufactured materials.

The warranty service may not be provided without proof the product was purchased from BQE, LLC, or an Authorized BQE Distributor.

This warranty becomes null and void if the customer fails to return the product in packaging consistent with the original protective packaging and it results in shipping damages.

This warranty becomes null and void if the customer fails to follow the recommended cleaning, usage, and general instructions and/or cautions contained in the product instruction manual.

This warranty does not cover service required because of disassembly, unauthorized modifications or service, misuse and abuse.

SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, OF THE PRODUCT SUPPLIED HEREUNDER, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED. SELLER SHALL HAVE NO LIABILITY FOR LOSS OF PROFITS, OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY CIRCUMSTANCES OR LEGAL THEORY WHETHER BASED ON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, TORT, CONTRACT, OR OTHERWISE. SELLER SHALL IN NO EVENT BE LIABLE IN RESPECT OF THIS ORDER AND/OR PRODUCT DELIVERED ON ACCOUNT OF THIS ORDER FOR ANY AMOUNT GREATER THAN THAT PAID TO SELLER ON ACCOUNT OF THIS ORDER. THE PURCHASER ACKNOWLEDGES THAT IT IS PURCHASING THE GOODS SOLELY ON THE BASIS OF THE COMMITMENTS OF THE SELLER EXPRESSLY SET FORTH HEREIN.

7. **Patent indemnity:** In the event of any award of damages by a United States Federal Court from which no appeal can be taken against Purchaser arising out of a claim of infringement by the goods supplied hereunder, of any existent valid U.S. patent owned by a third party. Purchaser and Seller agree that Seller shall indemnify Purchaser for such damages to the extent specified in Section 6 here of, provided Purchaser notifies Seller in writing within ten (10) days from the receipt by Purchaser of the first notice of said claim of infringement. Seller, at its option, shall have the right to participate in the defense of any such infringement action. Such participation, however, will not constitute any admission of liability upon Seller's part. Any indemnification by Seller will be conditioned upon Purchaser's full assistance and cooperation in the defense of any such action Seller shall have no obligation or other liability to Purchaser for infringement arising from the use of the goods furnished hereunder in the operation of any process or in combination with other materials or arising from any alteration in the goods made by Purchaser.