

Novation Solutions Standard Terms and Conditions of Sale

1. **OFFER AND ACCEPTANCE.** Novation Solutions (“NovationSi”) offers to sell and deliver products (“Goods”) in accordance with the terms and conditions set forth herein. Acceptance of this offer is expressly limited to such terms. NovationSi hereby objects to and rejects any additional or different terms proposed by Buyer, including those contained in Buyer’s purchase order, unless NovationSi expressly agrees to such terms in writing.
2. **LIMITED WARRANTY.** NovationSi warrants only that the Goods meet the sales Specifications in effect at the time of shipment. NOVATIONSI DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Buyer is solely responsible for determining the suitability of the Goods purchased for the use contemplated by Buyer and Buyer assumes all risk and liability for loss, damage, or injury to property out of the use or possession of the Goods furnished under this Agreement.
3. **EXCLUSIVE REMEDY.** Buyer's exclusive remedy and NovationSi' sole responsibility for any claim or cause of action arising under this Agreement is expressly limited to either (1) replacement or refund of the purchase price of all Goods shown to be other than as warranted, or (2) payment not to exceed the purchase price of the specific goods for which damages are claimed. Any refund or replacement is conditioned on Buyer giving NovationSi notice within 30 days of the expiration of the shelf life that the Goods are other than as warranted.
4. **LIMITATIONS AND DAMAGES DISCLAIMER**
 - 4.1 General Limitations. IN NO EVENT SHALL NOVATIONSI BE LIABLE FOR ANY SPECIAL, COLLATERAL, INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS CONTRACT OR THE USE OF THE GOODS PROVIDED HEREUNDER, REGARDLESS OF WHETHER NOVATIONSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, ANCILLARY COSTS TO THE PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, RETESTING, LABOR COSTS, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF SAVINGS, LOSS OF USE, LOSS OF DATA OR BUSINESS INTERRUPTION. NO CLAIM, SUIT OR ACTION SHALL BE BROUGHT AGAINST NOVATIONSI MORE THAN ONE YEAR AFTER THE RELATED CAUSE OF ACTION HAS OCCURRED.
 - 4.2 Specific Limitations. IN NO EVENT SHALL NOVATIONSI’S AGGREGATE LIABILITY FROM ANY WARRANTY, INDEMNITY OR OTHER OBLIGATION ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT, OR ANY USE OF ANY NOVATIONSI PRODUCT PROVIDED HEREUNDER, EXCEED THE TOTAL AMOUNT PAID TO NOVATIONSI FOR THE PARTICULAR UNITS SOLD UNDER THIS CONTRACT WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. THE EXISTENCE OF MORE THAN ONE CLAIM AGAINST THE PARTICULAR UNITS SOLD TO BUYER UNDER THIS CONTRACT SHALL NOT ENLARGE OR EXTEND THIS LIMIT.
 - 4.3 BUYER UNDERSTANDS AND AGREES THAT THE FOREGOING LIABILITY LIMITATIONS ARE ESSENTIAL ELEMENTS OF THIS CONTRACT AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE MATERIAL AND ECONOMIC TERMS OF THIS CONTRACT WOULD BE SUBSTANTIALLY DIFFERENT.
5. **PRICE AND PAYMENT TERMS**
 - 5.1 Any applicable taxes or government charges including import duties and any other expenses incurred, licenses or clearances required, may, at NovationSi' option, be added to NovationSi' price in effect at the time of shipment. The payment terms and due date shall be those stated on the front of this form. If payment is not received within the due date, NovationSi may charge interest at a monthly rate of 1.5%, or the maximum rate allowed by applicable law, whichever is less, on all overdue amounts without notification. The Payment Due Date is the date NovationSi expects to RECEIVE payment.

5.2 Unless covered under a separate signed agreement:

- A. Product pricing (provided on quotations or order confirmations) is valid for 30 days and is determined by the ship date to the customer.
 - B. Confirmed customer purchase orders are subject to price changes.
 - C. When possible, NovationSi will provide 30-day notification of price changes.
6. **FREIGHT TERMS AND TRANSFER OF TITLE.** The freight term on the front of the Order Acknowledgement shall control. If no freight term is specified, then the Goods will be shipped (Incoterms 2010) EXW from (i) NovationSi (if Goods are in stock) or (ii) the manufacturer of the Goods (represented by NovationSi). Title to the Goods transfers to Buyer upon delivery of the Goods to the carrier.
 7. **WEIGHT TOLERANCES.** Manufacturer's weight tolerances supersede any and all other weight tolerance requirements.
 8. **CONTINGENCIES.** NovationSi shall incur no liability for any non-performance or delay in performance or other failure to meet any obligation to the Buyer caused by or due to a force majeure event or other circumstances beyond its reasonable control including but not limited to shortages of labor, energy, fuel, machinery or materials, technical or yield failures, war, civil unrest, any government act, law or regulation, including any judicial order or decree, any communication or power failure, labor dispute, natural disaster, fire, flood, earthquake, explosion, terrorist act or Act of God or in the inability to obtain, on terms judged reasonable by NovationSi, raw materials (including energy source) used in connection with the Goods. If NovationSi discontinues the sale of any Good(s) for the application(s), market(s) or industries served by Buyer, then NovationSi may upon 60 days prior written notice cancel any order, including those previously accepted, for such discontinued Good(s) with no penalty, liability or further obligation to Buyer.
 9. **ENTIRE AGREEMENT AND APPLICABILITY OF TERMS.** This document and the sales specifications represent the entire agreement between NovationSi and Buyer with respect to the sale of the Goods. No additional or different terms in Buyer's order or any other document shall create any additional Buyer rights or NovationSi obligations. NovationSi will consider requests by Buyer to modify or cancel any order and will confirm if accepted. NovationSi' waiver of a breach by Buyer of any provision of the Agreement shall not constitute a waiver of any other breach, or a subsequent breach of the same provision for the same or any other cause, by Buyer.
 10. **APPLICABLE LAW AND COMMENCEMENT OF SUIT.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without reference to the principles of conflicts of laws. The UN Convention on Contracts for the International Sale of Goods shall not apply. Any dispute shall be litigated exclusively in Ohio in the judicial district (state or federal) nearest to NovationSi' headquarters and must be commenced within one (1) years after the cause of action has accrued.
 11. **EXPORT CONTROL.** Buyer agrees to adhere to applicable export control laws and regulations and will not export, re-export, resell, or transfer the Goods except in accordance with such laws and regulations. Buyer confirms that, unless otherwise authorized under applicable export control regulations, Buyer will not use or transfer the Goods for use in the development, production, operation, or maintenance of nuclear applications or facilities, chemical or biological weapons or rocket systems or unmanned air vehicle applications.
 12. **NON-WAIVER OF DEFAULT.** In the event of any default by Buyer, NovationSi may decline to make further shipments. If NovationSi elects to continue to make shipments, NovationSi' action shall not constitute a waiver of any such default or affect NovationSi' legal remedies for any such default.
 13. **BLANKET ORDERS.** Blanket orders serve as a forecast from customer to supplier and does not guarantee price or product availability.