

## OptiLedge Terms and Conditions of Sale

1. Acceptance. The following terms and conditions of sale are applicable to all sales of the OptiLedge, quotations and invoices from OptiLedge LLC and its authorized agents and distributors (“Seller”) and to all Purchase Orders from Seller’s customers (“Purchasers”), except those relating solely to pricing, quantities, delivery schedules and shipping instructions. SELLER HEREBY REJECTS ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS PROPOSED BY PURCHASER, WHETHER OR NOT CONTAINED IN ANY OF PURCHASER’S BUSINESS FORMS OR ON PURCHASER’S WEBSITE. Purchaser’s acceptance of Products or Services (“Products or Services”) called for in said Purchase Order shall constitute its acceptance of the following terms and conditions of sale (these “Terms and Conditions”).
2. Terms of Payment. Unless agreed to by Seller in writing, payment is due at time of shipment.
3. Limitation of Liability. SELLER SHALL NOT BE LIABLE, AND PURCHASER WAIVES ALL CLAIMS AGAINST SELLER, FOR INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR COMMERCIAL LOSSES, WHETHER OR NOT BASED UPON SELLER’S NEGLIGENCE OR BREACH OF WARRANTY OR STRICT LIABILITY IN TORT OR ANY OTHER CAUSE OF ACTION. SELLER WILL NOT BE LIABLE TO PURCHASER FOR ANY LOSS, DAMAGE, OR INJURY TO PERSONS OR PROPERTY RESULTING FROM THE HANDLING, STORAGE, TRANSPORTATION, RESALE, OR USE OF ITS PRODUCTS IN MANUFACTURING PROCESSES, OR IN COMBINATION WITH OTHER SUBSTANCES, OR OTHERWISE. **IN NO EVENT WILL SELLER’S LIABILITY UNDER THESE TERMS AND CONDITIONS OR IN CONNECTION WITH THE SALE OF PRODUCTS AND SERVICES BY SELLER EXCEED THE PURCHASE PRICE OF THE SPECIFIC PRODUCTS OR SERVICES TO WHICH THE CLAIM IS MADE.**
4. Exculpatory Provision. Purchaser acknowledges that the Products or Services may be sold pursuant to a license. If so, Purchaser further expressly waives all claims against the Licensor (“Licensor”) and will indemnify and hold harmless Licensor from and against any claim, demand, action, suit or proceeding made against Licensor in connection with the use or attempted use of the Products.
5. Warranty/Returns. SELLER WARRANTS ONLY THAT THE PRODUCTS OR SERVICES SOLD (A) WILL CONFORM TO THE DESCRIPTION, IF ANY, ON THE FACE HEREOF, (B) WILL BE CONVEYED FREE AND CLEAR OF ANY LEIN OR ENCUMBRANCE, AND (C) WILL BE FREE FROM SUBSTANTIAL DEFECTS IN MATERIAL AND WORKMANSHIP. **SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS AND SERVICES, INCLUDING WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.**