

1. **Parties and Background-Definitions.** The purpose of these Terms and Conditions, "Q&A ECS, Inc" shall mean all Q&A ECS, Inc company to the extent identified in a related quotation or an accepted purchase order, the parent, subsidiary or affiliate entity of Q&A Engineering Consulting Services, Inc. so identified. "Customer" shall mean the person or entity identified in the related quotation or purchase order that is seeking to purchase products and/or services from Q&A ECS Inc as described in the Customer's purchase order or Q&A ECS Inc quotation, as applicable. Q&A ECS Inc, is a Master distributor of industrial and commercial electrical and electronic components, and Infrared Windows, and a provider of related repair and engineering services, serving various industries.
2. **Application.** These Terms and Conditions, together with Customer's related purchase order, govern the relationship between Customer and Q&A ECS Inc and apply to: i) all sales of equipment, parts, supplies, materials, systems or other personal property (individually and collectively, "Equipment") by Q&A ECS Inc to Customer; ii) all manufacturing, assembling, integration, upgrading and/or engineering of Equipment by Q&A ECS Inc for Customer; and/or iii) all repairs to Equipment by Q&A ECS Inc for Customer. Customer acknowledges and agrees that these Terms and Conditions are incorporated in, and are a part of, each quotation, purchase order, invoice, release, requisition, work order, shipping instruction, specification, and any other document, whether expressed verbally, in written form or electronic commerce, relating to the sale, manufacture, assembly, integration, upgrade and/or engineering of Equipment by Q&A ECS Inc to Customer and/or repair of Equipment by Q&A ECS Inc for Customer (such documents including these Terms and Conditions are collectively referred to as the "Agreement"). Such Agreement represents the complete and exclusive statement of the parties' agreement and supersedes any prior discussions, negotiations, agreements, and understandings. Any modifications proposed by Customer are not part of the parties' Agreement in the absence of Q&A ECS Inc written acceptance thereof in a separate writing. Any terms or provisions in the Customer's Purchase Order which are in any way inconsistent with those herein shall be null and void and the Terms and Conditions herein shall control. The acceptance of Q&A ECS Inc quote or the issuance or placing of a purchase order by Customer shall constitute acceptance of these Terms and Conditions.
3. **Quotations.** Customer acknowledges that only written quotations that specifically identify the Equipment being sold, manufactured, assembled, integrated, upgraded, engineered, serviced and/or repaired by Q&A ECS Inc. All errors in quotations are subject to correction by Q&A ECS Inc. All quoted items are subject to prior sale and availability of stock and/or manufacturer product selections may vary. No verbal quotations will be valid.
4. **Price.** Prices for Equipment, services and other related information shown in any Q&A ECS Inc or manufacturer product publication, including but not limited to catalogs, brochures, and Web sites, are stated in U.S. Dollars and subject to change without notice and are not to be construed as a definite quotation or offer to sell by Q&A ECS Inc. Such literature is maintained only as a source of general information, and any prices shown therein are subject to confirmation with a specific quotation and/or an accepted purchase order. The products set forth in the Quote are offered for sales at the prices indicated in the Quote. Prices are valid for thirty (30) days and do not include any sales, use or other taxes or duties, unless otherwise agreed in writing between Q&A ECS Inc and Customer, Q&A ECS Inc reserves the right to increase or decrease any price with any such increase or decrease to apply to any purchase order that has not been accepted by Q&A ECS Inc as of the effective date of such change. Such price change will not apply to any purchase orders that have been accepted, or pursuant to which Equipment has been shipped and billed prior to the effective date of the price change. Prices do not include related freight charges, duties, Customs' charges, use tax, sales tax, excise tax, value-added tax, or similar taxes, or charges of any nature whatsoever imposed by any governmental authority (collectively, "Taxes and Fees") unless otherwise expressly agreed to in writing by Q&A ECS Inc, all of which charges and taxes shall be paid by the Customer. Delivery of Equipment will be EX-WORK (INCOTERMS 2020) at Factory point of origin and all transportation costs for all Equipment shipped by Q&A ECS Inc shall be billed to and prepaid by the Customer or charged to the Customer's consignee freight account, or if any other INCOTERMS has been agreed previously by both parties.

5. **Taxes.** Prices quoted do not include (and Customer shall pay) all Taxes and Fees of any kind that may be levied or imposed on either party by federal, state, municipal, or other governmental authorities in connection with the sale, service, repair or delivery of the Equipment by Q&A ECS Inc including, but not limited to, sales, use, excise or similar taxes, with the exception of Q&A ECS Inc income tax obligations arising out of the sale of the Equipment by Q&A ECS Inc.
6. **Terms of Payment.** Unless otherwise specifically agreed in writing by Q&A ECS Inc, the total price for Equipment or services provided by Q&A ECS Inc to Customer is due and payable to Q&A ECS Inc, without setoff or other deductions or charges on the date of Customer's receipt of Q&A ECS Inc's invoice. Payment tendered at (or before) time of invoice may be made in the form of cash by bank transfer. Open account credit may be extended at Q&A ECS Inc's sole discretion upon satisfactory credit review and will be subject to the terms specified in Q&A ECS Inc's Credit Agreement. Any amounts due by Customer to Q&A ECS Inc that remain unpaid 30 days following the date of Q&A ECS Inc 's invoice will bear interest on the unpaid balance at the rate of one and one-half (1-1/2%) per month or the maximum rate permitted by law, whichever is less. The accrual or payment of any interest as provided above will not constitute a waiver by Q&A ECS Inc of any rights and remedies in connection with a default by Customer. The customer will pay all court costs, attorney fees, and other costs incurred by Q&A ECS Inc in collecting past-due amounts, including interest. If shipment or delivery of Equipment is delayed by or at the request of Customer, payment will remain due in full 30 days from the date of Q&A ECS Inc's invoice. In such event, Q&A ECS Inc may impose, and Customer shall pay, storage charges and other incidental expenses incurred by Q&A ECS Inc as a result of the delay in addition to any interest on late payments as described above, at such rate as determined by Q&A ECS Inc in its sole but reasonable discretion. If, in Q&A ECS Inc 's judgment, the financial condition of Customer at the time Equipment is ready for shipment are ready to be performed does not justify the payment terms specified, Q&A ECS Inc reserves the right to change these terms or to require full payment or partial payment in advance. All open account sales are subject to the approval of Q&A ECS Inc 's finance department.
7. **Limited Warranty; Disclaimer.** The warranty obligations of Q&A ECS Inc for Equipment sold or installed by Q&A ECS Inc will in all respects conform and be limited to the warranty extended by the manufacturer of the Equipment, if transferable. The sole remedy available to the Customer with respect to defects in the Equipment will be against the manufacturer under any applicable manufacturer's warranty to the extent available to the Customer. **TO THE EXTENT THE MANUFACTURER WARRANTY IS NOT TRANSFERABLE TO CUSTOMER, Q&A ECS Inc MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO OR IN ANY WAY RELATING TO THE EQUIPMENT, WHETHER BASED ON BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** If Equipment is resold by Customer, Customer will include in its agreement for resale provisions that limit recoveries in accordance with this Agreement. In case of Customer's failure to include in any agreement for resale the terms providing for such limitations, Customer will indemnify and hold Q&A ECS Inc harmless against any liability, loss, cost, damage, or expense (including reasonable attorney fees) arising out of or resulting from such failure. Except as otherwise provided in these Terms and Conditions, Q&A ECS Inc warrants for a period of one (1) year from the date of Q&A ECS Inc's invoice, that any Equipment manufactured, assembled, integrated, upgraded or engineered by Q&A ECS Inc will be free from defects for such one (1) year period under normal and recommended use. Q&A ECS Inc however will not be liable for any failure based upon a design furnished by Customer and incorporated into the Equipment manufactured, assembled, integrated, upgraded or engineered or for failure based on parts of the Equipment which were manufactured, assembled, integrated, upgraded or engineered by a person or entity other than Q&A ECS Inc. All other Equipment shall carry only the warranty offered by the manufacturer of such Equipment, and Q&A ECS Inc shall assign such warranty rights to Customer, to the extent assignable. Warranty for repair services performed by Q&A ECS Inc (other than field service and work performed on a T&M basis) will vary on a case by case basis but will typically carry a warranty period as set forth in the related quotation. Field service and work performed on a T&M basis does not carry any warranty, other than Q&A ECS Inc warrants that the service will be performed in a workmanlike manner. Any Equipment installed in connection with such field service will carry the applicable corresponding warranty

for such Equipment. No representation or warranty, expressed or implied, made by any sales representative or other agent or representative of Q&A ECS Inc, which is not specifically set forth herein, shall be binding upon Q&A ECS Inc. Q&A ECS Inc 's obligation under any warranty provided herein by Q&A ECS Inc will be limited to the replacement or repair or modification of, or issuance of a credit for, the Equipment involved, or re-performance of, or issuance of a credit for, the repair in question, in each case at Q&A ECS Inc 's option. Any warranty provided herein by Q&A ECS Inc is available only if (a) Q&A ECS Inc is promptly notified in writing upon discovery of an alleged defect, but in all cases within the applicable warranty period, (b) Q&A ECS Inc 's examination of the subject Equipment discloses, to its satisfaction, that the Equipment is defective and that any defect has not been caused by misuse, neglect, improper installation, improper operation, improper maintenance, repair or alteration, improper storage or handling, abnormal temperatures, moisture, dirt or corrosive conditions, accident, an act of God or unusual deterioration or degradation of the Equipment or parts thereof due to physical environment or due to electrical or electromagnetic noise environment, and (c) the Equipment has not been repaired during the applicable warranty period provided for herein by any individual, person, or entity other than Q&A ECS Inc without the written authority of Q&A ECS Inc. **THE LIMITED WARRANTY PROVIDED IN THESE TERMS AND CONDITIONS IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESSED, IMPLIED OR STATUTORY INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THEREBY EXCLUDES CERTIFICATIONS OR THE LIKE FOR EQUIPMENT PERFORMANCE, USE OR DESIGN WITH RESPECT TO ANY STANDARD, REGULATION OR THE LIKE (UNLESS AND TO THE EXTENT INDEPENDENTLY APPROVED IN WRITING AT Q&A ECS Inc), AND EXTENDS ONLY TO CUSTOMER. CUSTOMER ASSUMES FULL RESPONSIBILITY THAT THE EQUIPMENT PURCHASED UNDER THIS AGREEMENT MEETS THE SPECIFICATIONS AND/OR INTENDED USE OF CUSTOMER, AND Q&A ECS Inc MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT THERETO.**

8. **LIMITATION OF LIABILITY.** EXCEPT FOR BODILY INJURY OR PROPERTY DAMAGE DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF Q&A ECS Inc, Q&A ECS Inc SHALL HAVE NO LIABILITY WHATSOEVER TO CUSTOMER OR ITS AFFILIATES IN AN AMOUNT OF DAMAGES IN EXCESS OF THE AMOUNT PAID BY CUSTOMER TO Q&A ECS Inc FOR THE EQUIPMENT OR SERVICE PROVIDED BY Q&A ECS Inc TO CUSTOMER WHICH CAUSED SUCH INJURY OR DAMAGE. IN NO EVENT SHALL Q&A ECS Inc OR ITS SUPPLIERS BE LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF THE EQUIPMENT OR ANY ASSOCIATED EQUIPMENT, DAMAGE TO ASSOCIATED EQUIPMENT, TOOLS OR WORK IN PROCESS, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF THIRD PARTIES OR CUSTOMERS FOR SUCH DAMAGES, REGARDLESS OF THE CAUSE OR THEORY ASSERTED. IF CUSTOMER FURNISHES Q&A ECS Inc's SERVICES OR EQUIPMENT TO A THIRD PARTY BY CONTRACT, CUSTOMER SHALL OBTAIN FROM SUCH THIRD PARTY A PROVISION AFFORDING Q&A ECS Inc AND ITS SUPPLIERS THE PROTECTION OF THE PRECEDING SENTENCE AND SHALL DEFEND AND INDEMNIFY Q&A ECS Inc IN THE EVENT IT FAILS TO DO SO. In no event shall Q&A ECS Inc be liable for any loss or damage whatsoever arising from its failure to discover or repair latent defects or defects inherent in the design of the Equipment received from Customer.
9. **Delivery; Force Majeure.** Any delivery dates or other schedule of performance by Q&A ECS Inc are approximations and based upon prompt receipt of all necessary information from Customer, and the sole obligation of Q&A ECS Inc with respect to the schedule of delivery or performance will be to use commercially reasonable efforts to deliver the Equipment, or otherwise to perform, consistent with the reasonable demands of its business. With respect to repair orders, delivery will be governed by the terms of the applicable quotation. Customer shall be responsible for all delivery costs and shall bear the risk of any loss or damage in transit. In any event, any delay or failure of Q&A ECS Inc to perform its obligations under the Agreement shall be excused and Q&A ECS Inc will have no liability to Customer or any other person for such delay or failure if, and to the extent such delay or failure is caused by an event or occurrence beyond the reasonable control of Q&A ECS Inc and without its fault or negligence including, but not limited to, strikes or labor disputes of any type; accidents,

fire, floods, windstorms, explosions, natural disasters, sabotage, terrorism, acts of God, war, riots, epidemics, quarantine restrictions, or actions by governmental authorities; acts, omissions, or delays of Customer or any other third party; shortages of labor, materials or facilities; delays in transportation or transportation embargoes; or court injunctions or orders. In the event of such delay, the delivery date shall be extended for that length of time as may be reasonably necessary to compensate for the delay. Regardless of the reason for delay, Q&A ECS Inc will not be liable for any incidental or consequential damages resulting from any delay.

10. **Packaging and Labeling.** Unless otherwise specified, the Equipment provided by Q&A ECS Inc to Customer shall be: (a) packed, packaged, marked and otherwise prepared for shipment in a manner which is in accordance with good commercial practice; (b) acceptable to common carriers at the lowest rate for the particular products and in accordance with applicable regulations; and (c) adequate to insure safe arrival at the named destination; provided, however, Q&A ECS Inc shall not be liable for, and Customer shall bear the risk of, any loss or damage in transit. Q&A ECS Inc shall mark all containers with necessary lifting, handling and shipping information. Where such packing must conform to definite specifications that differ from Q&A ECS Inc 's standard provided above in this paragraph, then the Customer shall be charged for the extra cost incurred by Q&A ECS Inc for such packing. If Customer purchases from Q&A ECS Inc Equipment for resale by Customer and to which Customer, directly or indirectly, is to apply its own label (or its content), Customer shall ensure that the label contains the content and form as specified by Q&A ECS Inc in writing, and as may be supplemented or amended by Q&A ECS Inc from time to time. In the event Customer shall fail to comply with this paragraph, or any other provision of this Agreement, or shall otherwise fail to comply with any labeling requirements existing as a matter of law, Customer shall defend, indemnify and hold Q&A ECS Inc harmless from all costs, expenses, liability, damages, fines, penalties, judgments or losses arising with respect thereto.
11. **Shipping Weights and Dimensions.** Published weights of Equipment are careful estimates but are not warranted. Dimensions of Equipment shown in catalogs are approximate. For construction purposes, certified dimension drawings for Equipment can be obtained upon written request made to the nearest sales office of Q&A ECS Inc.
12. **Title and Risk of Loss.** With respect to Equipment purchased from Q&A ECS Inc, title to and risk of loss or damage to the Equipment will pass to Customer on delivery by Q&A ECS Inc EX WORK (a) Manufacture's facility, (b) Q&A ECS Inc 's supplier's facility when Equipment is shipped directly from such supplier or the manufacturer, or (c) as otherwise specifically indicated in the Agreement.
13. **Inspection and Acceptance.** Customer will have ten (10) days from the date of delivery to inspect the Equipment for defects and nonconformance and to notify Q&A ECS Inc, in writing, of any defects, nonconformance, or rejection of the Equipment (other than defects or nonconformities due to damage, shortage, or errors in shipping that will be reported as set forth below). Equipment rejected as not conforming to the Agreement, or as otherwise defective, shall be returned at Customer's initial expense, including transportation and handling costs, but subject to reimbursement by Q&A ECS Inc upon confirmation of the defect claimed. Acceptance by Customer of Equipment delivered by Q&A ECS Inc shall be deemed to have occurred no later than ten (10) days following delivery of such Equipment, unless a timely and proper rejection has been made by that date. After this period, Customer will be deemed to have irrevocably accepted the Equipment, if not previously accepted. After acceptance, Customer will have no right to reject the Equipment for any reason or revoke acceptance. Claims for damage due to shipping must be made by Customer to the freight carrier and Customer agrees that Q&A ECS Inc shall not be liable for any of such damages.
14. **Return of Equipment.** All returns of In-Stock product, considered Standard Product, will be pursuant to Q&A ECS Inc 's instructions and except as otherwise provided in these Terms and Conditions, subject to Q&A ECS Inc 's written permission for such return. All returns of Non-Stock product, considered Special Order Products, will be pursuant to Q&A ECS Inc 's instructions and except as otherwise provided in these Terms and Conditions, subject to Q&A ECS Inc's written permission for such return. Customer must contact Q&A ECS Inc for a Return Material Authorization Number (RMA) before returning any Equipment. No Return Authorization will be issued on Special Order Products without authorization from the manufacturer to accept the return. All returns must reference the RMA number along with the original invoice number and the reason for the return. Non-warranty returns of normal stock Equipment that are unused and are in resalable condition will be subject to Q&A ECS Inc 's return policies in effect at the time, including applicable restocking and transportation charges and other

conditions of return. Only purchases which have been invoiced to the Customer within sixty days of Customer's request to return same, will be considered for return. Material accepted for return is subject to a minimum service or restocking charge of 25% of the billing invoice, plus all transportation charges incurred by Q&A ECS Inc. Equipment built to a Customer's specifications cannot be returned for credit under any circumstances.

Equipment returned for credit must be carefully packed so as to reach Q&A ECS Inc without damage. Q&A ECS Inc will not be responsible for any damages occurring to Equipment being returned to Q&A ECS Inc which occurred prior to the time such Equipment arrived at the destination to which Customer was directed by Q&A ECS Inc to return such Equipment, or that is caused by the shipper or courier delivering such Equipment. Returned Equipment remains Customer's property until such Equipment is received, inspected, and accepted for return by Q&A ECS Inc.

15. **Cancellation or Termination.** All purchase orders that have been accepted by Q&A ECS Inc are considered final and binding and may not be cancelled, altered or terminated by Customer except upon terms and conditions acceptable to Q&A ECS Inc, in its sole discretion, or as permitted by Paragraph 15 of these Terms and Conditions. Notwithstanding the foregoing, purchase orders for "stock" Equipment only, may be cancelled by Customer upon written notice to Q&A ECS Inc given at least five (5) days prior to the scheduled shipment date of such Equipment and upon payment by Customer to Q&A ECS Inc of a cancellation/restocking fee in the amount of at least 25% of the purchase order amount. In no event may Customer cancel any special or custom order. Any deposit or advance payment made by Customer in connection with a cancelled purchase order may be applied by Q&A ECS Inc to such cancellation/restocking fee. In the event of a cancellation in accordance with this paragraph 16, Customer shall include the purchase order number and purchase order date in its cancellation notice. All Equipment that is the subject of a cancelled purchase order shall remain the sole and exclusive property of Q&A ECS Inc. This Agreement may be terminated in any of the following ways:
- By mutual agreement of Q&A ECS Inc and Customer;
 - By Q&A ECS Inc, on thirty (30) days prior written notice, in the event that: (i) Customer breaches or otherwise fails to comply with any provision contained herein, and such breach is not cured within that time period; (ii) Q&A ECS Inc reasonably believes that Customer's financial condition places it in a position of being unlikely to be able to meet its contractual obligations; (iii) Customer defaults under any other material contract to which it is a party; or (iv) Customer sells all or substantially all of its assets, a majority of its voting stock or merges with another entity.
 - By Customer, upon one hundred twenty (120) days prior written notice, in the event that: (i) Q&A ECS Inc breaches or otherwise fails to comply with any provision contained herein, and such breach is not cured within that time period; (ii) Customer reasonably believes that Q&A ECS Inc 's financial condition places it in a position of being unlikely to be able to meet its contractual obligations; (iii) Q&A ECS Inc defaults under any other material contract to which it is a party; or (iv) Q&A ECS Inc sells all or substantially all of its assets, a majority of its voting stock or merges with another entity, unless Q&A ECS Inc is the surviving corporation in any such merger.
- a. In the event of default under the Agreement by Customer that is not cured within thirty (30) days after notice by Q&A ECS Inc, Customer will pay to Q&A ECS Inc on demand all direct and indirect costs (including, without limitation, all applicable restocking or cancellation charges, including reimbursement for direct costs assessed by the manufacturer) incurred directly or indirectly by Q&A ECS Inc in connection with the Agreement, all as reasonably determined by Q&A ECS Inc, plus any profit to be negotiated with Customer. No termination by Customer for default shall be effective unless and until Q&A ECS Inc shall have failed to correct such alleged default within one hundred twenty (120) days after receipt by Q&A ECS Inc of written notice specifying such default.
16. **Changes.** Q&A ECS Inc reserves the right from time to time to correct any typographical or clerical errors, including errors in mathematical computations, that may exist in the Agreement or any related documentation.
17. **Technical Support.** Unless otherwise specifically provided on the quotation or in an accepted purchase order, the Agreement does not include any services of Q&A ECS Inc in connection with installation, testing, or evaluation of the Equipment. Q&A ECS Inc will, however, consistent with its capabilities and subject to scheduling acceptable to Q&A ECS Inc, make available to Customer, at Customer's expense, technical support services relating to the Equipment at the rates then imposed by Q&A ECS Inc, together with any out-of-pocket

expenses to Q&A ECS Inc in connection with the technical support. The sole remedy of Customer in connection with any acts or omissions of Q&A ECS Inc in the provision of technical support will be the provision of further technical support to Customer reasonably required to correct the act or omission. Q&A ECS Inc shall have no other liability or obligation with respect thereto. Customer will pay all reasonable travel, living expense and mileage associated with rendering Customer on-site service, as well as, service charges for personnel at the then current rate. Overtime, weekend and holiday hours of service are subject to premium charges.

18. **Access and Confidentiality.** Unless approved in writing by an officer of Q&A ECS Inc, any access to Q&A ECS Inc 's facilities, records, or data by Customer or customer(s) of Customer, as well as respective agents or representatives of Customer, for whatever purpose, shall exclude access to proprietary processes and information. In addition, any such access shall be conditioned upon execution of Q&A ECS Inc 's standard Visitor Agreement addressing confidentiality and waiver of premise liability claims by Customer. Customer recognizes that Q&A ECS Inc is the owner of, and/or in possession of certain confidential and proprietary information relating to the development and application of the Equipment, which may include specifications, technological know-how and other types of information or data related thereto (the "Technical Information"). Customer shall not, directly or indirectly, use, disclose, disseminate, or otherwise publish to any third-party any of the Technical Information. Customer shall protect from disclosure Q&A ECS Inc 's Technical Information to the same extent which Customer seeks to protect its own Technical Information from disclosure (but in no event will Customer exercise less than reasonable measures). The confidentiality obligations herein shall not apply to any Technical Information which (a) at the time of disclosure is in the public domain, (b) after disclosure becomes part of the public domain other than through a breach of a non-disclosure obligation, or (c) was received from a third-party who acquired such information through lawful means and without any breach of a non-disclosure obligation.
19. **Modifications and Waiver?Entire Agreement.** Neither party has any rights, makes any warranties, nor is subject to any conditions, expressed or implied, statutory or otherwise, other than those contained in the Agreement. The Agreement contains the entire agreement between Q&A ECS Inc and Customer and can be modified or rescinded only by a writing signed by both parties. All prior or contemporaneous agreements, understandings, representations, warranties, and statements, oral or written, are merged into these Terms and Conditions. Neither these Terms and Conditions nor any of its provisions may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which that enforcement is sought and then only to the extent set forth in that instrument. The Agreement shall be binding upon, and its benefits shall inure to, the parties hereto and their respective heirs, representatives, successors, and permitted assigns. Failure of either party to insist on strict performance of the Agreement will not be construed as a waiver of any term or condition of the Agreement. Any document submitted by Customer to Q&A ECS Inc confirming its intention to purchase Equipment described in the Agreement (purchase orders, releases, etc.) will be deemed to constitute a confirmation and acceptance of the Agreement, including these Terms and Conditions, **even if the document states terms in addition to or different from those in the Agreement.** All agreements between Q&A ECS Inc and Customer will be solely under the terms and conditions of the Agreement and these Terms and Conditions, and Q&A ECS Inc objects to any and all additional or different terms contained in any document submitted to Q&A ECS Inc by Customer. Any execution by Q&A ECS Inc of any other document submitted by Customer in connection with the purchase of Equipment does not constitute acceptance of or agreement to any terms and conditions in addition to or different from those contained in the Agreement and these Terms and Conditions but will constitute only acknowledgement of receipt of the document. In addition, notwithstanding any terms contained in any documents submitted by Customer in connection with the purchase of Equipment described under the Agreement, the acceptance of delivery by Customer of Equipment described in the Agreement will constitute a course of conduct constituting Customer's agreement to the terms and conditions of the Agreement and these Terms and Conditions, to the exclusion of any additional or different terms and conditions.
20. **Compliance with Laws.** Customer will be responsible for compliance with any and all federal, state, or local laws or regulations respecting safety or respecting use of the Equipment and shall indemnify and hold Q&A ECS Inc harmless from and against any and all claims of violations of laws or regulations or other claims of personal injury or property damage directly or indirectly related to the installation, maintenance, possession,

use or operation of the Equipment, unless such claim results from the improper installation of the Equipment by Q&A ECS Inc.

21. **Standards.** Many countries have adopted laws relative to standardization and product certification applicable to various products, including Equipment such as that sold by Q&A ECS Inc. Q&A ECS Inc does not warrant conformity with the standardization and product certification requirements of any country outside the United States except to the extent set forth in a separate writing delivered to Customer by Q&A ECS Inc. In the absence of such a separate writing, Customer assumes the obligations for compliance with the laws of any other country to the extent such laws are applicable.
22. **Export Control.** Equipment supplied by Q&A ECS Inc may be subject to various export or import laws and regulations. It is the responsibility of the exporter or importer to comply with all laws and regulations. Notwithstanding any other provision to the contrary, if federal, state, or local law requires export or import authorization for the export or re-export of any Equipment or associated technology, no delivery can be made until export authorization is obtained, regardless of any otherwise promised delivery date. If any required export authorization is denied, Q&A ECS Inc and Q&A ECS Inc 's supplier will be relieved of any further obligation relative to the sale and delivery of the Equipment subject to denial without liability of any kind relative to Customer or any other party. Q&A ECS Inc will not comply with boycott-related requests except to the extent permitted by federal law and then only at Q&A ECS Inc 's discretion.
23. **Anti-Corruption.** Customer has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from a Q&A ECS Inc employee or agent in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, it will use reasonable efforts to promptly notify Q&A ECS Inc 's Legal Department.
24. **Trademark Usage.** Q&A ECS Inc's guidelines on trademark and logo usage must be followed in order to maintain brand integrity. Requiring consistent use of the trademarks and logos in all graphic (print, electronic, etc.) applications will help to maintain the prestige of the brand and will assist in maintaining and growing customer and brand awareness. Subject to this Paragraph, Customer may use the trademarks, tradenames, logos and designations used by Q&A ECS Inc for the Equipment solely in connection with Customer's advertisement, promotion and sale of the Equipment, and in accordance with Q&A ECS Inc 's then-current trademark usage policies. Customer shall not remove or destroy or alter any copyright notices, trademarks or other proprietary markings on the Equipment, documentation or other materials related to the Equipment. Such usage by Customer shall terminate immediately upon termination of its business relationship with Q&A ECS Inc, or upon written request from Q&A ECS Inc to cease such use. Any marketing materials released by Customer, including catalogs, advertisements, flyers and websites, must comply with the foregoing. Note that any Equipment described in Q&A ECS Inc 's materials, including on its website, may be the subject of other intellectual property rights reserved by Q&A ECS Inc and are not licensed hereunder. Q&A ECS Inc, and other brand names listed on Q&A ECS Inc 's website are the worldwide trademarks or registered trademarks of Q&A ECS Inc. Trademarks of other parties are identified wherever possible and Q&A ECS Inc acknowledges their rights.
25. **No Right to Copy.** The Equipment is sold by Q&A ECS Inc subject, in every case, to the condition that such sale does not convey any license, or other right in the Customer to manufacture, duplicate, or otherwise copy or reproduce the Equipment or any component thereof, through any means whatsoever, including but not limited to 3D printing. Customer agrees to take appropriate steps to assure compliance with the restrictions contained in this paragraph. Any violation of this section shall be deemed a material breach by Customer.
26. **Assignment.** The Agreement may not be assigned by Customer without the prior written consent of Q&A ECS Inc. Q&A ECS Inc may not assign its rights to this Agreement or delegate its obligations hereunder without the prior written consent of the Customer except (1) to a successor entity by merger or consolidation of Q&A ECS Inc, or (2) to any entity acquiring by sale, lease or other-wise substantially all of the property, assets and business of Q&A ECS Inc, or any division or segment thereof having control of the activities or business to which the Agreement relates, or (3) to any entity controlling, controlled by, or under common control with, Q&A ECS Inc.

27. **Governing Law and Jurisdiction.** The Agreement will be governed by and construed in accordance with the laws of the State of Florida, and any dispute arising hereunder that is not resolved through informal dispute resolution procedures, shall be resolved exclusively in the courts sitting in either Miami Dade County and such courts shall have exclusive jurisdiction as to such disputes.
28. **Authority.** No signature to these Terms and Conditions shall be required as a precondition to their enforcement. If Q&A ECS Inc requests a signature to these Terms and Conditions, these Terms and Conditions may be executed in counterparts (including counterpart facsimiles or by electronic signatures) and each counterpart shall be deemed to be an original instrument, but all counterparts shall together constitute one agreement. In that event, each signatory represents that it has all requisite authority to execute the Agreement on behalf of its principal and that the Agreement is fully enforceable against the principal in accordance with its terms.
29. **Severability.** In the event any of the terms of the Agreement are in conflict with any rule of law or statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from the Agreement, but such invalidity or unenforceability shall not invalidate any of the other terms of the Agreement and the Agreement shall continue in force, unless the invalidity or unenforceability of any such provisions hereof does substantial violence to, or where the invalid or unenforceable provisions comprise an integral part of, or are otherwise inseparable from, the remainder of the Agreement.
30. **Relationship of the Parties.** Customer and Q&A ECS Inc are independent contractors, and nothing in this Agreement makes either party the agent or legal representative of the other party for any purpose. Neither party has authority to assume or to create any obligation on behalf of the other party.
31. **Sales Tax and Duties, Import Fees.** Customer is responsible for payment of all applicable state and local taxes, or for providing a valid sales tax exemption certificate. When placing an order, Customer shall indicate which products are tax exempt. Q&A ECS Inc is required to charge U.S. federal, state, local tax, applicable duties, and import fees on products, or for providing a valid exemption certificate. Customer assumes responsibility for, and unconditionally guarantees payment or reimbursement of, all applicable taxes, fees, licenses, import duties, and expenses as may be applicable. When placing an order, Customer shall indicate which products are tax exempt.