



General Terms And Conditions

SCOPE & CONCLUSION OF CONTRACT: Our General Terms and Conditions of Delivery and Installation shall apply exclusively; we do not recognize any other conditions of Purchaser which deviate from our General Terms and Conditions of Delivery and Installation, unless we have expressly consented to their application in writing. Our General Terms and Conditions of Delivery and Installation shall also apply even if we unreservedly make the delivery and/or performance to Purchaser with the knowledge of other conditions of Purchaser which deviate from our General Terms and Conditions of Delivery and Installation. Our offers are non-binding. A contract shall only be made when our written confirmation of order has been given. All agreements which have been made between us and Purchaser for the implementation of this contract shall be set down in this contract in writing.

APPLICABLE LAW AND PLACE OF DISPUTE RESOLUTION:

- a. Unless otherwise agreed in writing, the terms and conditions contained herein shall be governed by and construed under the laws of the State of Ohio, USA, excluding application of the United Nations Convention for International sale of Goods (CISG) and excluding any rules relating to the conflicts of law provisions in Ohio.
- b. Any and all disputes arising out of this agreement shall be subject to final and binding arbitration with the American Arbitration Association (AAA).
- c. Regarding those transactions relating International trade, rules governing arbitration thereunder shall be in accord with the AAA International Arbitration Rules.
- d. Further, in all arbitrations the arbitrator(s) shall have exclusive authority to resolve all claims covered by this arbitration agreement, including any dispute relating to the interpretation, applicability, enforceability or formation of this arbitration agreement, and including, but not limited to, any claim that all or any part of this arbitration agreement is void or voidable.
- e. In regard to International trade, any issues involving the scope of arbitration of a dispute shall be governed by the substantive law of the Federal Arbitration Act, 9 U.S.C. Section 1 et seq.
- f. In regards to domestic US trade, any issues involving the arbitrability of a dispute shall be governed by the substantive law of Ohio, relating to arbitration.
- g. Further, the venue of arbitration shall be in Franklin or Delaware Counties, Ohio U.S.A. The substantive law used for arbitration, or otherwise for all dispute resolution, (other than as is set out above relating to the scope of arbitration) shall be that of Ohio, U.S.A., excluding application of the United Nations Convention for International sale of Goods (CISG) and exclusive of its conflict of laws provisions. The State of Ohio, U.S.A., shall be deemed the place the sale contract is formed.

DELIEVRERY, PASSING OF RISK RECEIVING: We reserve the right to reasonable partial deliveries and partial billing. Deliveries shall be ex company, and unless otherwise agreed, ex place of manufacture. The acceptance of work performance shall be deemed determinative of the passage of risk. If Purchaser undertakes the transport of the item from the place of manufacture to the site of its use, Purchaser shall bear the burden of risk for the duration of the transport.



Proposed delivery dates are based upon Vacio Technologies LLC's production schedules at the time of Vacio Technologies LLC's receipt of the Purchaser's order. However, Vacio Technologies LLC shall not be liable for any direct or indirect Purchaser damages for default in or delay in delivery. Transportation charges between the Vacio Technologies LLC factory or warehouse and the Purchaser's delivery point are payable by the Purchaser as a separate invoice item unless otherwise set forth in the quotation and contract in writing.

The delivery receipt for the Purchaser's shipment will be prima facie evidence that the shipment was delivered in compliance with the terms of the sale agreement if there is no written notification of rejection of the goods sent by Purchaser to Vacio Technologies LLC (whether such condition is immediately apparent or concealed). The Purchaser has the responsibility of verifying the condition of the goods on receipt.

PAYMENT:

- a. Visa, MasterCard, and American Express—Vacio Technologies LLC accepts Visa, MasterCard, and American Express from Purchasers in Canada and the United States and from foreign companies when an American or Canadian financial institution issues the credit card. Credit card orders are limited to \$5,000 USD or at the discretion of Vacio Technologies LLC.
- b. Net 30 day: Unless otherwise stated in writing, full payment must be received within 30 days of invoice date. No discount is offered for early payment.
- c. Payment with the order: Payment prior to shipment. Note: Acceptable payment methods are bank draft (check) or telegraphic transfer (T/T). A sight draft is not acceptable.
- d. Irrevocable letter of credit. Note: There is an additional documentation processing fee if payment is made with a letter of credit. The Purchaser shall be responsible for the additional fee at the time of Payment.
- e. Product lines requiring operational training and verification (OT&V) will be billed in two installments: When product is shipped; and, When OT&V is performed. Full payment for product lines requiring OT&V and for any product for which Vacio Technologies LLC sends the Purchaser an invoice under the above stated Payment terms must be received within 30 days of each invoice date, unless otherwise agreed upon in writing.

OPERATIONAL TRAINING AND VERIFICATION (OT&V): The Purchaser warrants that the site where the products are to be installed is in all respects suitable for the safe and lawful installation and operation of the products. The Purchaser shall obtain any certificates or other approvals required prior to OT&V services and shall inform Vacio Technologies LLC of all relevant safety, building, and electrical codes and other requirements relevant to the service. Purchaser shall indemnify Vacio Technologies LLC against any liability or expense resulting from the Purchaser's failure to do so.

Purchaser and its agents must ensure that our work can begin immediately upon the arrival of our personnel and can be carried out without delay up to acceptance.



If Vacio Technologies LLC has agreed to effect or supervise the Purchaser's OT&V of Vacio Technologies LLC's products under the sale agreement, the Purchaser shall prepare the site prior to Vacio Technologies LLC's arrival in accord with the sale and service agreement and the Purchaser shall provide all services (including labor) for efficient OT&V. If the Purchaser fails to perform its obligations under the OT&V sale and service agreement, Vacio Technologies LLC shall be permitted to charge the Purchaser for Vacio Technologies LLC's personnel costs due to the Purchaser's failure.

Upon completion of Purchaser's OT&V, Vacio Technologies LLC may issue and Purchaser shall review and, if accurate, sign an "Acceptance of Product Certificate," (the Acceptance) within 10 days after the OT&V. The Acceptance shall verify OT&V services have been performed on the purchased equipment. The Acceptance shall be conclusive evidence of the Goods' and OT&V's conformity with the sale agreement contract.

If the Purchaser fails to return the Acceptance or fails to respond to the issuance of the same to the Purchaser, then the Purchaser's failure to respond to the certificate within the time allotted shall constitute acceptance by the Purchaser.

RETENTION OF TITLE: Unless otherwise indicated in writing, the title to Purchaser's goods and risk of loss for such goods pass to Purchaser when the products have been delivered to the Purchaser's transport agent at Vacio Technologies LLC's shipping dock or location specified by the purchaser depending on the purchasing agreement.

TAXES: Unless otherwise stated, all prices that are quoted to the Purchaser are exclusive of use, sales, and similar taxes. The Purchaser shall be responsible to pay the amount of all taxes for which Vacio Technologies LLC is responsible to remit the tax on a product or service at the time of the Purchaser's Payment, as outlined above. Such taxes that do apply directly to the Purchaser's order shall be paid to Vacio Technologies LLC by the Purchaser, unless an exemption certificate is supplied to Vacio Technologies LLC that is acceptable to pertinent taxing authorities. Where Vacio Technologies LLC is not responsible to remit the tax on sale to pertinent governmental entities, then the Purchaser shall be responsible to remit such tax. All foreign & export taxes involved with international transactions are the responsibility of the purchaser.

FORCE MAJEURE: Vacio Technologies LLC shall not be liable for any damage or penalty for delay in or for failure in performance under its sale agreement with Purchaser, including any failure to give notice of delay in delivery due to the weather, acts of God, act of civil or military authority within any government, war, riot, concerted labor action, shortages of materials, or any other causes beyond the reasonable control of Vacio Technologies LLC.

CANCELLATION: The Purchaser may cancel orders for catalog items if the Purchaser pays Vacio Technologies LLC's re-stocking charge. (See Returned Goods below.)



A Purchaser's order for custom fabricated or non-catalog products can not be cancelled under any condition, and the Purchaser must remit the purchase price of such product to Vacio Technologies LLC; the Purchaser and Vacio Technologies LLC may reach mutually agreed terms in writing regarding other costs or expenses that are attributable to the Purchaser's election to terminate shipment of a product. However, the Purchaser shall be responsible for all expense or costs incurred or obligated by Vacio Technologies LLC in relation to such product prior to the date and time of Purchaser's notification to Vacio Technologies LLC of Purchaser's intent. Purchaser shall further indemnify Vacio Technologies LLC from all such expense or cost.

RETURNED GOODS: Goods may not be returned to Vacio Technologies LLC for any reason, except with prior written authorization from Vacio Technologies LLC. Unless otherwise agreed, authorized returned goods that are not properly rejected for compliance reasons are subject to a 15% re-stocking charge, plus an assessment against the Purchaser of any additional expense required to return received material to first class salable condition.

EXPORT REGULATIONS: Purchaser agrees to comply fully with all laws and regulations concerning the purchase and sale of products. In particular, Purchaser agrees to comply with the Export Administration Regulations of the United States in so far as they apply to the sale, re-sale and transport of products.

As part of Vacio Technologies LLC's compliance with export regulations, Vacio Technologies LLC collects and records end-user information to determine whether Vacio Technologies LLC needs export licenses for its products. As such, all products must be delivered to the agreed upon contract ultimate destination, as shown on Vacio Technologies LLC sale paperwork. Any in-transit diversion from the agreed upon ultimate destination is prohibited.

SOFTWARE: The general terms and conditions of software providers for the software products contained in our deliveries shall have priority over these General Terms and Conditions. Should such terms and conditions not be available, we shall have them sent to Purchaser upon request. Our General Terms and Conditions shall apply in addition to the general terms and conditions of other providers. Purchaser shall receive a perpetual, simple, non-exclusive right of use to our software products. The grant of sublicenses is not permitted. We are not obliged to provide the source code on which the software product is based. Purchaser may only process, de-compile, or reverse-engineer our software products to the extent permissible under law. Purchaser may neither remove nor change the manufacturer's product information, including, but not limited to, notices of copyright, without our prior written consent.

CHANGES: Purchaser may not make changes to the order at any time. If Vacio Technologies LLC accept any changes, an equitable amount will be compensated by Purchaser.

HOLD HARMLESS: Purchaser shall defend and hold harmless Vacio Technologies LLC, its directors, overseers, officers, agents and employees against and from any and all claims, liabilities, losses, damages, expenses, and legal fees whatsoever, without limitation, arising in



connection with any goods or services purchased under the Order or from any act, omission, operation, product or services of Seller, its employees, agents, suppliers, and subcontractors.

INSURANCE: Purchaser shall maintain adequate insurance in any and all forms necessary to protect both Purchaser and Vacio Technologies LLC against all liabilities, accidents, losses, damages, claims, settlements, expenses, and legal fees arising out of or resulting from performance of this agreement.

Indemnification-Patents/Copyright: Purchaser agrees to indemnify Vacio Technologies LLC and to hold Vacio Technologies LLC harmless from and against all claims, liability, loss, damage, and expenses including legal fees, arising from or due to any actual or claimed trademark, patent, or copyright infringement and any litigation based thereon, with respect to any part of the goods and work covered by the order confirmation. Purchaser shall defend any such litigation brought against Vacio Technologies LLC.

ASSIGNMENT: No part of the order confirmation may be assigned, transferred, or subcontracted by Purchaser without Vacio Technologies LLC's prior written approval.

CONFIDENTIALITY/TRADE SECRETS: All specifications, data and other information furnished by Vacio Technologies LLC, or its agents, to Purchaser in connection with this order confirmation remain the exclusive intellectual property of Vacio Technologies LLC and shall be treated by the Purchaser as proprietary and shall not be disclosed or used, outside the limitation of this order confirmation, without prior written approval of Vacio Technologies LLC. In addition, the Purchaser are not authorize to use the name of or make reference to Vacio Technologies LLC for any purpose in any releases for public or private dissemination, nor shall the Purchaser divulge or use in any advertisement or publication any specifications, data, or other information pertaining to or relating to this usage without prior written approval of Vacio Technologies LLC.

LIMITED WARRANTY:

- a. Vacio Technologies LLC warrants that products manufactured by Vacio Technologies LLC (the "Product") will be free from defects in materials and workmanship for the "Warranty Period" which starts on the date of shipment of the Product.
- b. The standard warranty period is 12 months from shipment date; and warranty terms & condition from various original equipment manufacturer (OEM) will be passed on to the end user/purchaser without any enhancement from Vacio Technologies LLC. Warranty issues involving OEM products, if longer than the 12 months standard warranty period offered by Vacio Technologies LLC, shall be handled by the OEM manufacturer directly.
- c. This limited warranty does not apply to problems with the Product resulting from (a) improper or inadequate installation (unless OT&V services are performed by Vacio Technologies LLC), maintenance, repair or calibration, (b) fuses, software, power surges, lightning and non-rechargeable batteries, (c) software, interfacing, parts or other supplies not furnished by Vacio Technologies LLC, (d) unauthorized modification or misuse, (e)



- operation outside of the published specifications, (f) improper site preparation or site maintenance (g) natural disasters such as flood, fire, wind, or earthquake, or (h) damage during shipment other than original shipment to you if shipped through a Vacio Technologies LLC carrier.
- d. This limited warranty does not apply to problems with the Product resulting from (a) improper or inadequate installation (unless OT&V services are performed by Vacio Technologies LLC), maintenance, repair or calibration, (b) fuses, software, power surges, lightning and non-rechargeable batteries, (c) software, interfacing, parts or other supplies not furnished by Vacio Technologies LLC, (d) unauthorized modification or misuse, (e) operation outside of the published specifications, (f) improper site preparation or site maintenance (g) natural disasters such as flood, fire, wind, or earthquake, or (h) damage during shipment other than original shipment to you if shipped through a Vacio Technologies LLC carrier.
 - e. Vacio Technologies LLC warrants the Product only if the Product has been sold by an authorized Vacio Technologies LLC employee, sales representative, distributor, or an authorized Vacio Technologies LLC original equipment manufacturer (OEM).
 - f. The Product may contain remanufactured parts equivalent to new in performance or may have been subject to incidental use when it is originally sold to the Purchaser.
 - g. This limited warranty does not cover: (a) regularly scheduled or ordinary and expected recalibrations of our products; (b) accessories for our products; (c) consumables used in conjunction with our products.