



**GENTECH SOLUTIONS LLC (SELLER)
TERMS AND CONDITIONS OF SALE AND OPERATION
2023**

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The information and contents included herein is exclusively that of this Company and may not be reproduced, copied, derived, or utilized in any form or method without the specific written authorization of the owner of Company.

These terms and conditions of sale, together with any purchase order, scope of work, plans, inquiry, specifications, trade secrets, information or other documents exchanged physically or digitally therein or herein and any other attachments, exhibits and/or documents attached hereto or thereto (collectively, the “Agreement”) shall govern any purchase of products by any person or entity (“Buyer”) from (“Seller”) GenTech Solutions LLC.

Agreement and Acceptance of the Terms and Conditions Presented.

The Buyer’s Request for a Quotation (RFQ) is not an obligated agreement for the Buyer to take and is hereby labeled as an invitation to contract and create business. Offers must be presented in the form of Quotations and must also come from the Seller. The act of agreeing of the Seller’s offer by Buyer, via our Quotation, is conditional on the Buyer’s acceptance to the Terms and Conditions listed in this document. If the buyer objects to any terms and conditions listed in this document, such objections or concerns must be submitted in writing and delivered to the Seller within (9) business days of reading this document. Objections or concerns made verbally is not considered written and will not be held viable nor acceptable. Failure to ensure such a timely objection or addressing concerns by the Buyer hereunder shall be decisively labeled and considered as an approval to the Terms and Conditions including but not limited to this document. The Seller’s failure to receive any written objections or concerns in any form from Buyer not controllable by the Seller will not be considered a waiver of the provisions. ANY FORM OF CONTACT TO THE SELLER, IN-PERSON, DIGITALLY, OR PHYSICALLY, YIELDS THAT THE BUYER IS AWARE AND AGREES TO THESE SETFORTH TERMS AND CONDITIONS.

a) Taxes

Quotations will reflect Taxes Prices, based on current state and federal tax rates as applicable to any goods sold on any transaction. Taxes that are added by the Seller are to the sales price where Seller invoices the same to comply with law unless Buyer provides legal, legitimate, and proper tax exemption certificates.

b) Pricing, Quotations, and Orders

Fluctuations in the market may affect Seller’s standard price. The Seller has the right to price and quote based on the changes in the market. All quotations provided by the Seller to Buyer are valid for a term of fifteen (15) business days from sent date noted on the Quotation, a revised Quotation may reflect a due date, price change, or contract change unless noted with the Seller. Market conditions may require Seller to alter all quotes, if needed, following fifteen (15) business days of Buyer’s acknowledgement of quotation. Quotations are defined as a formal statement setting out the estimated cost for a particular job or service. The Seller has the right to adjust a quotation at any time during the transaction from quoting to completion. The lead times on the Quotations are estimated for reference and are **not guaranteed**. Once the Buyer agrees to conduct business with the Seller, the Buyer must supply a Purchase Order number to begin the order.

Once the Purchase Order is supplied to the Seller, the quotation is turned into an order and that order is then active. Active orders are not refundable nor rescindable unless stopped with written proof for any reason by the Buyer or Seller. The Buyer must request to cancel or stop an active order in writing. The Buyer agrees to pay for any accountable costs that have been induced from starting the order and agrees to pay termination charges and/or scrap fees; which include but are not limited to the following: time compensation, materials, labor, and surcharges.

c) Delivery of Goods and Services

All shipments of goods shall be delivered by Seller using means of logistics corporations, and title and liability for loss or damage thereto shall pass to the Buyer upon the Seller's: 1) delivery of the goods to a common carrier that is bonded and insured for shipment to Buyer or 2) Seller delivers goods to place of delivery designated by the Buyer. Once goods are shipped from the Seller's location and in control of the logistic delivery, the Seller is no longer liable for loss or damage of the contents. Buyer shall be liable for costs if insurance, transportation, all import duties, taxes, or any other expenses are incurred, or licenses are required. Seller may send goods in installments and shipping dates are approximate only. Seller shall not be liable to Buyer for any loss or expense, whether by contract, tort, release consequential, or otherwise, incurred if Seller fails to meet the specified estimated delivery schedule because of unavoidable production delays or market conditions out of the Seller's control; including but not limited to war (whether declared or not), sabotage, insurrection, riot, civil disobedience, act of public enemy, failure or delay in transportation, act of any government or any agency or subdivision thereof, judicial action, labor dispute, accident, fire, explosion, flood, storm, any other act of God, shortage of labor, fuel, raw material or machinery, or technical failure where Seller has exercised ordinary care in the protection thereof.

d) Terms and Method of Payment

Where Seller has extended credit to buyer, terms of payment shall be net, thirty (30) days from the date of the invoice at 12PM Pacific Standard Time of the date unless agreed upon another term of payment. The amount of credit or terms of payment may be changed, or credit withdrawn by Seller at any time. If the Buyer fails to make the payment of an invoice by 12PM Pacific Standard Time on the due date located on the invoice, a 2.5% compoundable weekly fee is induced on top of the invoice amount until the payment is received. Seller is not responsible for delay or failure of payment due to processing or delivery delays. If the goods are delivered in installments, Buyer shall pay separately for each installment. Payment shall be made for the goods and/or services, without regard to whether buyer has made or may make any inspection of the goods. If Buyer delays shipments, payments are due from the date when the Seller is prepared to make shipments. Goods held for Buyer are at Buyer's risk and expense and may alter the price on the invoice.

e) Acceptance of Goods

If goods furnished by Seller fail to conform to Seller's exclusive limited warranty, Seller's sole and exclusive liability shall be, at the Seller's option, to repair, replace, or credit Buyer's account for any such goods which are returned by Buyer during the applicable warranty period. Such Exclusive Remedies are only applicable provided that: 1) Seller is promptly notified in writing upon discovery by Buyer that such goods failed to conform to this contract, with a detailed explanation of any deficiencies, 2) such goods are returned to Seller at Seller's plant at Buyer's expense, and 3) Seller's examination of such goods must disclose to Seller's satisfaction that such alleged deficiencies actually exist and were not caused by accident, misuse, neglect, alteration, improper installation, unauthorized repair, or improper testing, 4) ability to provide comprehensive and truthful evidence that the goods do not conform to the contract and specifications set forth during the contract binding. If such good are non-conforming, Seller shall reimburse Buyer for the transportation charges paid by Buyer for such goods. If Seller elects to repair or replace such goods, Seller may offer a reasonable time to make such repairs or replace goods. This is the seller's only liability and buyer's exclusive remedy for any claim, whether arising in tort or contract, and in no event shall seller be liable for special, collateral, incidental, or consequential damages. Acceptance of goods shall be presumed decisively to have occurred six (6) business days after receipt of delivery of goods to Buyer and that Buyer has not made any objections to quality and conformity of goods within the six (6) business days exactly from the time set upon delivery. Once the goods have been accepted, the Seller is no longer liable for including but not limited to loss, damage, misuse, incidents, alterations, neglect, lack of inspection, and improper testing and the order must be paid in full according to the agreed payment terms by the Buyer.

f) Patents and Intellectual Property

Buyer shall defend any suit or proceeding brought against Seller, insofar as such a suit or proceeding is based on a claim that any goods manufactured and supplied by Seller to Buyer were a result of designs, specifications, or drawings produced by Buyer as part of Buyer's Order that constitute infringement of any duly protected United States Patent. Buyer shall pay all damages and costs finally awarded therein against Seller, provided that Buyer is promptly notified and furnished a copy of each communication, notice, or other action relating to the alleged infringement, and is given authority, information, and assistance (at Buyer's expense) necessary to defend or settle said suit or proceeding. If the infringement by Buyer is alleged prior to completion of delivery of the goods under this contract, Seller may decline to make further shipments without being in breach of this contract. Provided Seller has not been enjoined from selling said goods to Buyer, Seller agrees to supply goods to Buyer, at Buyer's option, whereupon the patent indemnity obligation herein stated with respect to Buyer, shall reciprocally apply with respect to Seller. The sale by Seller of the items ordered hereunder, does not grant, convey, or confer upon Buyer or Buyer's customers, a license, express or implied, under any patent rights that Seller may hold covering or relating to any combination,

product, machine process, or combination of the two in which said items may be used. The foregoing states the sole and exclusive liability of seller for patent infringement, and is in lieu of all warranties, express, implied, or statutory. In no event shall seller be liable for special, collateral, incidental, or consequential damages. Buyer shall consider all information furnished by Seller to be confidential and proprietary, including but not limited to, drawings, specifications, designs, trade secrets, documents, and methods of production. Buyer shall not advertise or disclose that Buyer has contracted for the purchase of goods from Seller, and/or any information relating to the order, without Seller's prior written consent. Buyer agrees that all information forwarded to Seller is approved for Seller's knowledge regarding goods and services fulfillment. Buyer also acknowledges that Seller may share information for other places for outsourcing, assistance, or fulfillment. Seller is not responsible for information and property intellectual property beyond its limits of control. Buyer also agrees to allow photographic evidence to be taken in the Seller's control. Buyer must request to the Seller before placing the order if the goods and services are photo sensitive.

g) Limitation of Liability

In no event shall the Seller and its suppliers or subcontractors be liable to or through customer for any special, incidental, exemplary or consequential damages, including, but not limited to, loss of profits, whether such claim is based upon breach of warranty, breach of contract, negligence, strict liability in tort or any other legal theory, and regardless of whether Seller or its suppliers or contractors have been advised of the possibility of such damage or loss.

h) Indemnification

Buyer agrees to indemnify, defend and hold Seller and its suppliers and subcontractors, and their respective officers, directors, owners and agents (collectively, the "Seller Parties") harmless from any and all demands, claims, actions or judgments of a third party against any Seller Party, directly or indirectly, relating to injury and/or death of any and all persons and for loss of and/or damage to property arising out of Buyer's use, misuse or operation of Products and/or Buyer's negligence or willful misconduct. This indemnification obligation shall apply even in the event of the fault, negligence, or strict liability of any Seller Party.