

QUOTATION NO.:	QUOTATION DATE:	
CUSTOMER:		
EQUIPMENT DESCRIPTION:		

STANDARD TERMS & CONDITIONS - EQUIPMENT

The following Standard Terms and Conditions form a part of the above reference quotation unless otherwise specified. Seller means BRAININ ADVANCE INDUSTRIES, INC. Buyer means the person to whom the quotation is addressed.

- 1. ACCEPTANCE OF PROPOSAL:** Buyer's order must be signed by a duly authorized agent and is to be constituted as an acceptance of this proposal. Any contract resulting from Buyer's acceptance will be governed by the terms and conditions in this quotation. Acceptance of the Buyer's order is not to be constituted as our acceptance of a counter offer. All orders are subject to final acceptance by the Seller. This agreement shall be a MASSACHUSETTS contract and shall be interpreted and administered for all purposes under the laws of the Commonwealth of Massachusetts.
- 2. TAXES:** All taxes, customs fees, or other such costs are to be paid by the Buyer directly to the government authority imposing the same. If said transaction is exempt from sales and/or use tax, Buyer shall provide Seller with a statement of such exemption.
- 3. SHIPMENT AND DELIVERY:** All shipments are to be made F.O.B. Seller's plant unless otherwise stated. Costs incurred by Seller for shipments that require special crating, rigging, and handling of equipment shall be invoiced to the Buyer. Risk of loss or damage shall pass from Seller to Buyer upon Seller's delivery of goods to the freight carrier. Claims to breakage and damage should be made to the carrier. After delivery and until Buyer has paid in full for all equipment covered by this agreement, title to the equipment shall be retained by the Seller as a security interest.
- 4. CREDIT:** Unless stated otherwise on the quotation, standard terms are net 30 days for amounts under \$15,000. For amounts over \$15,000, terms are 1/3 with order, 1/3 upon approval for shipment and prior to shipment, and 1/3 net 30 days. All credit terms are subject to prior credit approval. Shipments to points outside the USA shall require an irrevocable letter of credit. Buyer agrees to pay one and one half percent (1-1/2%) per month on all amounts due and owing to Seller from date due as well as expenses, attorney fees, and court costs which Seller incurs by reason of Buyer's default. If Buyer fails to make payment in accordance with the terms of this agreement or fails to comply with any provision hereof, Seller may, at its option, withhold delivery of any unshipped portion of this order. Buyer shall remain liable for all unpaid amounts due.
- 5. CANCELLATION:** The Seller shall have the absolute right to cancel and refuse to complete this order: (a) if at any time all terms and conditions governing this order (including any requirements of progress payments) are not strictly complied with by the Buyer, or (b) if at any time the Buyer becomes bankrupt or insolvent. In the event of such cancellations, the Seller shall have the right to charge for that portion of the work done on the basis of the Seller's actual cost plus fifteen percent (15%). This order shall not be subject to cancellation by the Buyer except with the Seller's consent and upon the same terms of indemnification as set forth above in the event of cancellation by the Seller.
- 6. DELIVERY DATE:** Lead times are estimated at time of quotation. Delivery date will be established at the time an order is acknowledged. Delays may result from any responsibilities of the Buyer such as samples, design consultation or approval, or progress of payments. Seller shall have no liability for delay in delivery for any reason. If the Buyer does not perform acceptance test promptly upon notification that the machine is complete, the full amount becomes payable immediately.
- 7. PRODUCTION RATES:** When production or cycle rates are given, it is understood that they are estimates only and that they are based upon optimum conditions and operator performance beyond Seller's control is excluded.
- 8. ACCEPTANCE TESTS:** For all machines over \$15,000, acceptance test will be run on Seller's floor by the Buyer.
- 9. WARRANTY PERIOD:** Seller warrants the equipment covered by this proposal to be free from defects in materials and workmanship under normal and proper use of a period of one year after delivery to the original Buyer. However, Seller assumes no liability beyond the billing price, nor does the Seller assume any liability or claims for expenses or consequential damages incurred as a result of using its products.