Any order by a person ("Buyer") for goods (an "Order"), if accepted, is subject to these Standard Terms and Conditions of Sale ("T&Cs"), which are incorporated into any acceptance, acknowledgement, invoice and other document issued by the company identified in such document ("Seller") in response to such Order (each a "Response"). any reference thereto shall include these T&Cs. No waiver, alteration, or modification of these T&Cs shall be valid unless expressly agreed to in writing by Seller. The T&Cs contain all the material terms of the purchase or sale of the goods. The parties acknowledge and agree that all oral or written statements or representations made by Buyer or its representatives in support of the Order are not part of the contract. The T&Cs supersede any prior or contemporaneous agreements, understandings, or communications between the parties relating to the subject matter of the Order. All agreements, commitments, representations, warranties, and negotiations concerning the sale are contained herein. Any additional terms that may be included in Buyer's purchase order or any other document issued by Buyer are expressly objected to by Seller and the terms herein, including those contained in the applicable Response, shall exclusively govern the purchase and sale of the goods covered by the Response unless there is another manually signed agreement between the parties, which shall control to the extent there is a conflict between the terms of such agreement and these T&Cs.

1. Payment Terms
Net 30 days from the date of invoice. Buyer agrees that any overdue amounts shall be subject to a late payment charge on the overdue balance of 1.5% per month or such lesser amount as is the maximum rate of interest allowed by law. Buyer shall pay any and all reasonable costs, including attorneys' fees, incurred by Seller while collecting any delinquent balance. Debt memos are not accepted.

2. Price. The Seller list or quoted price, which is subject to change without notice. Prices do not include shipping and handling or sales taxes, if applicable, which will be added to the total invoice price. Buyer is responsible for the payment of the item, any shipping and handling, and any state and local sales or use taxes that may apply to the Order. If Buyer has tax exempt status, Buyer is required to fax or mail a resale certificate or manufacturing exemption certificate to Seller. The goods are invoiced at prices in effect on date of shipment.

3. Delivery Terms. All goods are sold Ex-Works at Seller's facility ("Shipping Point") Incoterms® 2020. Seller's obligation to deliver the goods shall be fulfilled when it has delivered the same in good condition to a carrier at the Shipping Point. Unless otherwise specified, Buyer shall pay or reimburse Seller for all transportation, freight, insurance, and other costs and charges incurred in connection with the delivery of the goods. Risk of loss shall pass to Buyer on delivery to the carrier at the Shipping Point.

4. Title/Security. Title to the goods shall be retained by Seller, as a vendor's lien, until such goods are paid for in full by Buyer. Buyer hereby grants Seller and Seller hereby reserves a purchase money security interest in and to the goods sold to Buyer together with all proceeds thereof to secure Buyer's performance and payment. Buyer agrees upon Seller's request to do all acts and execute all documents reasonably necessary to assist Seller's perfection and maintenance of any such security title and right of possession. Seller may release possession of such goods to Buyer at Buyer's cost and risk if Buyer: (a) makes full payment for such goods and fully complies with all of Seller's terms and conditions for such goods; (b) maintains security title and right of possession to such goods; (c) pays all amounts owed to Seller; (d) complies with all applicable government laws, taxes, and regulations; (e) shall be solely responsible for ensuring that all specifications, drawings, information, advice, recommendations or requests are in strict compliance with any applicable Government specifications. Seller may, in its sole discretion, require Buyer to return all damaged goods prior to delivery of substitute goods. If Buyer shall fail to timely give Seller such written notice, the goods shall be deemed to be returned to the carrier and Buyer shall be deemed to have accepted the goods and shall pay for the goods in accordance herewith. Seller reserves the right to make partial shipments with an associated partial billing. Shipments of goods ready for delivery can be deferred beyond the date for delivery only with Seller’s written consent.

5. Title/Security. Title to the goods shall be retained by Seller, as a vendor’s lien, until such goods are paid for in full by Buyer. Buyer hereby grants Seller and Seller hereby reserves a purchase money security interest in and to the goods sold to Buyer together with all proceeds thereof to secure Buyer’s performance and payment. Buyer agrees upon Seller’s request to do all acts and execute all documents reasonably necessary to assist Seller’s perfection and maintenance of any such security title and right of possession, including, but not limited to, executing and filing documents with the appropriate governmental agency.

6. Order Cancellation/Amendment. Orders cannot be canceled or amended except with Seller’s written consent. Cancellation charges may be applied at Seller’s discretion.

7. Specifications. (i) Subject to (ii), the Goods shall be in all material respects in accordance with any agreed specification or if there is no agreed specification, shall be generally in all material respects in accordance with any published specification issued by the Seller; (ii) Seller may, in its sole discretion and without liability, alter the specifications for any goods; (iii) the information contained in the technical literature issued by the Seller may be relied upon to be accurate in the exact circumstances in which it is expressed. Otherwise, any illustrations, performance data, examples of installations and methods of assembly and all other technical data in such literature are based on experience and upon trials under test conditions and are provided for general guidance only.

8. Insurance. Buyer shall provide insurance coverage, if required, and shall indemnify Seller against all claims, damages, and expenses, including attorneys’ fees, incurred by Seller arising out of such insurance. If Seller provides insurance, or if Buyer fails to provide insurance, Buyer shall be responsible for all costs and expenses related to such insurance.

9. Indemnification. Buyer shall defend, indemnify, and hold Seller harmless against any claims, losses, expenses, or damages (collectively, the "Indemnified Amounts") arising out of or related to Buyer’s use or sale of any Goods, whether or not such claims, losses, expenses, or damages are in any way the result of Seller’s negligence or the result of any claims, losses, expenses, or damages incurred by Buyer prior to the delivery of Goods to Buyer. Seller shall be entitled to participate in any such negotiations or proceeding or any settlement of any such claims, losses, expenses, or damages at Buyer’s expense.

10. Other. Seller reserves the right to make partial shipments with an associated partial billing. Shipments of goods ready for delivery can be deferred beyond the date for delivery only with Seller’s written consent.

11. Seller’s Specifications. Buyer shall be solely responsible for ensuring that all specifications, drawings, information, advice, recommendations or requests provided to Seller by Buyer or any of its agents are accurate and suitable. Seller’s examination or consideration of any such specifications, drawings, information, advice, recommendations or requests shall not result in any liability on the part of Seller.

12. Seller’s Warranty. Seller warrants that goods sold hereunder are warranted to be free from defects in material and workmanship for a period of two years from the date of invoice (with the exception of rotary valves and syringes, which shall be warranted for one year from the date of invoice) when used according to the manufacturer’s recommended use and in accordance with Seller’s instructions. Seller’s liability for breach of this warranty is limited to the repair of or replacement in kind or credit, at Seller’s option, of any defective good, or at Seller’s option, to the extent permitted by law, the refund of the purchase price or the price of the defective good. Buyer shall notify Seller of any defects within thirty (30) days of the discovery of such defects. THIS IS THE EXTENT OF SELLER’S LIABILITY FOR DEFECTS IN ANY GOODS AND THE EXCLUSIVE REMEDIES AVAILABLE TO BUYER UNDER THIS WARRANTY.

13. Buyer’s Indemnification. Buyer shall provide a defense in materials or workmanship warranty with respect to each good sold to an end customer for a period not less than the then remaining warranty period related to such good and afforded to Buyer pursuant to Section 12 (Seller Warranty) above. Except with respect to the remedies provided by Seller to Buyer under Section 12, any other warranties or representations, or remedies for breach thereof, which Buyer may provide to its end customers shall be the sole responsibility of Buyer, and Seller shall not be bound thereby. Unless Buyer receives Seller’s prior written consent, Buyer will not sell Seller’s products to end-users or 3rd parties with the knowledge or expectation that Seller’s products do not meet Seller’s published specifications or do not comply with applicable government laws, taxes, and regulations.

14. Damages Amount Limitation. Other than as set forth in Section 17 (Buyer Indemnification) and any breaches of Section 19 (Confidentiality) hereof, each party’s cumulative liability of damages to the other party for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including, but not limited to, negligence, shall be limited to the total contract price of the goods sold hereunder, plus or minus, as applicable, the amounts of all unpaid accounts payable and receivable between the parties, if any.
15. Consequential Damages Limitation. In no event shall Seller’s liability of any kind include any special, indirect, incidental or consequential loss or damage, even if Seller shall have been advised of the possibility of such potential loss or damage.

16. Sole Remedy. The sole and exclusive remedy for breach of any non-warranty obligation of Seller and the sole remedy for Seller’s liability of any kind (including liability for negligence) with respect to the goods and services provided to Buyer shall be to use all commercially reasonable efforts to promptly cure such breach. Buyer must commence any suit for a cause of action arising hereunder within one year from the date in which the facts that gave rise to the cause of action first occurred.

17. Buyer Indemnification. Buyer shall hold harmless, indemnify and defend (at Seller’s request) Seller for any and all damages, liabilities, costs and expenses (including costs of litigation, including but not limited to, attorneys’ fees and any other costs and expenses), fines, or losses in connection with any threatened or actual claims, actions, demands, investigations, or suits, including, but not limited to, claims or suits by third parties, arising out of any of the following: (a) Buyer’s negligent or willful acts, or those of its employees and/or agents, (b) such goods being repaired or altered by persons other than Seller (unless expressly authorized in writing by Seller), (c) in the event that Buyer modifies, or combines with any non-Seller goods, any of the goods purchased from Seller, and such modification or combination results in the actual or alleged infringement of any intellectual property rights of any third party, (d) from goods produced by Seller according to Buyer’s specifications, (e) any violations of export control laws by Buyer, or (f) Buyer’s breach of any provision in these T&Cs.

18. Seller Intellectual Property Indemnification. Seller will defend, indemnify and hold harmless Buyer from and against any and all loss, damage, cost or expense (including reasonable attorney’s fees) arising as a result of any claim that the goods sold hereunder infringe any third party U.S. patent, copyright, trademark, trade secret or other intellectual property right.

19. Confidentiality. “Confidential Information” means any of Seller’s business information, specifications and all related writings, drawings, designs and similar works or any other information which is disclosed by Seller and labeled or marked as confidential, proprietary or its equivalent, or oral or visual information that is designated confidential, proprietary or its equivalent at the time of its disclosure. All Confidential Information shall be the exclusive property of Seller, and Seller retains all its right, title and interest. Buyer agrees to use Confidential Information for the exclusive purpose of performance under the Purchase Order and not to disclose or provide any Confidential Information to any third party and to take all necessary measures to prevent any such disclosure by its employees, agents, contractors or consultants. Upon request of Seller or completion of the Order, Buyer shall return all Confidential Information to Seller and provide certification of such return.

20. Testing. Charges made for tools, dies, gauges, jigs, fixtures or equipment made or acquired by Seller in connection with the work do not convey title to or any proprietary interest in such tools. All such tools will remain the exclusive property of Seller.

21. Force Majeure. Seller shall not be liable for any failure to perform this agreement when such failure is due to circumstances beyond its control. Circumstances beyond the control of Seller shall be deemed to include, but shall not be limited to, acts of God, governmental action, accidents, labor trouble, and inability to obtain materials, equipment or transportation.

22. Waiver. No oral statements, recommendations or assistance given by a representative and/or distributor of Seller to Buyer or its representatives in connection with the use of the goods shall constitute a waiver by Seller of any of the provisions hereof, or affect Seller’s liability herein.

23. Arbitration. This sale transaction shall be governed, construed, and enforced solely by the laws of the State of Seller’s business address as shown on the Response. Except for any action where the sole relief sought is an injunction, any controversy or claim arising out of or relating to these T&Cs, or the making, performance or interpretation thereof, including without limitation alleged fraudulent inducement thereof, shall be settled by binding arbitration in the city of Seller’s choosing in the state of Seller’s business address as shown on the Response, by one arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any arbitration award may be entered in any court having jurisdiction thereof.

24. Miscellaneous. All provisions set forth herein regarding warranty, confidential information, indemnification, liability and limits thereon, and any other provisions that survive by their terms will survive any termination or expiration of any Response delivered in connection herewith pursuant to the terms of such sections. In the event that any provision of these terms is held to be illegal, invalid or unenforceable under any present or future law, rule or regulation, such provision shall be deemed stricken from these T&Cs, but such illegality, invalidity or unenforceability shall not invalidate any of the other provisions of these T&Cs. Buyer represents and covenants that it has, and will continue to, comply with all laws and regulations related to the goods sold hereunder, including, but not limited to, export control laws. The United Nations Convention on the International Sale of Goods shall not be applicable to these T&Cs. Buyer may not assign, including by operation of law, its obligations hereunder without Seller’s written consent. The relationship of Buyer and Seller is that of independent contractors.

25. Compliance with the IMC Code of Conduct. Buyer acknowledges that Seller has a code of responsible business (the “IMC Code of Conduct”), which is available at www.imcpec.com. Buyer shall, at all times, conduct, and cause its officers, directors, employees and/or agents to conduct, business ethically and in accordance with the provisions of the IMC Code of Conduct. This Section 25 shall apply whether or not Buyer is acting pursuant to a Purchase Order or otherwise in its relationship with Seller. Buyer agrees that it must be able to demonstrate its compliance with the requirements referred to in this Section 25 at the request of and to the satisfaction of Seller which includes, but is not limited to, Seller having the right to inspect any site where Seller’s goods are being used or sold. If Buyer fails to comply with this Section 24, Seller shall be entitled, in its sole discretion, to terminate the Purchase Order or other agreements between Buyer and Seller without penalty to Seller, but with obligations for Buyer to remedy any damages suffered by Seller as a result of such termination or as a result of the breach of the Purchase Order by Buyer.

26. Export Controls and Related Regulations. Buyer represents and warrants that it is not designated on, or associated with, any party designated on any of the U.S. government restricted parties lists, including without limitation, the U.S. Commerce Department Bureau of Industry and Security (“BIS”) Denied Persons List; Entity List or Unverified List; the U.S. Treasury Department Office of Foreign Assets Control (“OFAC”) Specially Designated Nationals and Blocked Persons List; or the U.S. State Department Directorate of Defense Trade Controls (“DDTC”) Debarred Parties List. Buyer shall comply with all applicable U.S. economic sanctions and export control laws and regulations, including without limitation, the regulations administered by OFAC, the Export Administration Regulations administered by BIS, and the International Traffic in Arms Regulations administered by DDTC. Seller may terminate this Order and discontinue any ongoing supply to or business with Buyer immediately, without notice and without liability, upon Seller becoming aware that Buyer is named on any restricted party list.

27. EEO. The parties hereby incorporate the requirements of 41 C.F.R. § 60-1.4(a), 60-250.5, and 29 C.F.R. § 471, Appendix A to Subpart A, if applicable. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable. These regulations prohibit discrimination against qualified protected veterans and qualified individuals with disabilities, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

Buyer Agrees to be bound by these T&Cs, including the purchase money security interest granted in Section 4.

Signature: ____________________________

Title of Signatory: ____________________________

Revised 10/2020