



Kampi Components Co., Inc.

Serving Government and O.E.M.

Kampi Components Co., Inc. (seller) Standard Terms and Conditions of Sale

Exclusive and Entire: The following Standard Terms and Conditions are intended by the parties to govern all the purchases of equipment, parts or service from Seller, and together with the specifications provided or embodied herewith, represent the entire understanding of the parties without exception. All other terms and conditions are specifically rejected, and by proceeding with the transaction in any manner, both Seller and Buyer agree that these Standard Terms and Conditions shall control. The price charged by Seller is based on these Standard Terms and Conditions.

Order Acceptance: Purchase orders will not become binding on Seller until accepted, in writing. These Terms and Conditions can be varied in writing only. If the Terms and Conditions stated in Purchase Order are inconsistent with these Terms and Conditions, Seller acceptance of Buyers order shall constitute a counter offer, and the Buyer shall be deemed to have accepted these Terms and Conditions unless Buyer notifies Seller to the contrary in writing within three (3) days after receiving Seller acceptance.

Quality Standard: Kampi Components quality standard is in accordance with ISO 9001:2015.

Verbal Orders: Verbal orders are not accepted under any circumstances.

Agent's Authority: No representative, agent, or dealer has any authority to obligate Seller by any terms, conditions, or stipulations not herein expressed.

Delivery: Seller shall not be liable for delays in delivery or failure to complete the contract in accordance with its terms due to causes beyond its control such as acts of God, acts or omissions of Buyer, acts or omissions of civil or military authority, priorities, wars, floods, strikes, epidemics, quarantine restrictions, delays in transportation, and inability due to causes beyond its control to obtain necessary labor, material, or manufacturing facilities. In the event of such delay, the day of delivery shall be extended for a period equal to the time lost by reason of the delay.

Title: Unless otherwise stated on the face of this document, title to all products transfers to Buyer upon consignment to the carrier at the point of shipment, and Buyer immediately assumes all risk of loss and responsibility for obtaining and paying for insurance and negotiating with the carrier in the event of mis-delivery, loss, or damage regardless of the fact that insurance may have been secured by Seller at Buyer's request.

Terms: Unless otherwise specified on the face of this document, terms of payment are COD. Attention to the agreed terms will eliminate delays in delivery of the products.

Sales or Similar Taxes: Sellers price does not include sales, use, excise, or similar taxes. Consequentially, in addition to the prices specified herein, the amount of any present or future sales, use, excise, or similar taxes applicable to the sale of the products hereunder shall be paid by the Buyer, or in lieu thereof the Buyer shall provide Seller with a tax exemption certificate acceptable to the tax authorities.

U.S. Export Controls: All items furnished by Seller to Buyer in connection herewith shall at all times be subject to the export control laws and regulations of the U.S. including, but not limited to, 10 CFR Part 810 and U.S. Export Administration Regulations. Buyer agrees and gives assurance that no items, equipment, materials, service, technical data, technology, software or other technical information or assistance furnished by Seller, or any good or product resulting therefrom, shall be exported or re-exported by Buyer or its authorized transferees, if any, directly or indirectly, unless in accordance with applicable U.S. export laws and regulations. The aforesaid obligations shall survive any satisfaction, expiration, termination or discharge of any other contract obligations.

Cancellations: Any order placed with and accepted by Seller in accordance with this proposal or any part thereof cannot be placed on hold without Seller consent and may be cancelled only with Seller's consent and upon payment to Seller by Buyer of (a) liquidated damages in the amount of 25% of the face value of the order, and (b) 100% of all accumulated costs, up to the cancellation date, for non-standard equipment or products required by the order.

Returns: Prior authorization and a **Return Material Authorization** number must be received prior to returning merchandise. Any products not in their original sealed packaging must be accompanied by documentation showing that they are sterile and do not pose a hazard to Seller personnel. Only PREPAID shipments prominently showing our RMA number will be accepted. Non stock items may be subject to a restocking fee. All returned items are subject to our inspection and decision.

Technical Data: Buyer shall not use, duplicate or disclose technical data delivered and disclosed by Seller during the course of or in connection with this agreement, for any purpose other than for installation, operation, and maintenance of the products purchased by Buyer without the prior written consent of Seller. Nothing herein shall be interpreted as an understanding or agreement that detailed drawings will be furnished to the Buyer.

Packaging: Unless otherwise specified on the face of this document, product shall be shipped in standard commercial packaging.

Insurance: Buyer represents they have a program of Insurance which adequately protects their interests, and that of their employees and agents, including damage to plant, property and equipment, personal injury of any kind, directly or indirectly related in any way to the equipment, service, or parts supplied by seller. Accordingly, Buyer waives any claim against Seller for the foregoing, and on behalf of its Insurance Company, any right of subrogation in connection therewith.

Integration: This instrument contains the entire and only agreement between the parties hereto with respect to the subject matter hereof, and any representation, promise, or conditions herewith not specifically incorporated herein shall not be binding on either party. Any of the terms or provisions of Buyer's order which are not expressly contained herein shall not be binding on Seller and shall not be considered applicable to this sale. This agreement expresses the entire understanding of the parties with respect to the subject matter hereof and no agreement modifying or supplementing the terms of this agreement shall be valid unless in writing and signed by the parties. Any assignment of this agreement or any rights hereunder, by the Buyer without the written consent of Seller shall be void. Any agreement shall be construed under the laws of the State of Pennsylvania. Jurisdiction is solely vested in the state and federal courts of the State of Pennsylvania.

Severable and Independent Provision: WITHOUT LIMITING THE FOREGOING, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH, FURTHER, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED ITS ESSENTIAL PURPOSE, ALL OTHER LIMITATIONS OF LIABILITY AND EXCLUSION OF DAMAGES SET FORTH HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT. ALL SUCH PROVISIONS SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS OF THIS AGREEMENT MAY BE BROUGHT BY BUYER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.