

MPN SERVICES LLC

GENERAL TERMS AND CONDITIONS OF SALE (REV. 09/2023)

The following are the terms and conditions under which MPN Services LLC (MPNS) sells its services.

1. **PRICES.** Prices quoted by MPNS are subject to change without notice after thirty (30) days from the date of quotation. All prices are also subject to adjustment on account of changes to specifications, quantities, scheduling arrangements, or other terms and conditions which are inconsistent with MPNS's original price quotation.
2. **TAXES OR DUTY.** Prices are exclusive of all customs duty, excise, sales, use and other applicable taxes imposed by any federal, state or municipal government in connection with the processing, sale, use or delivery of services by MPNS, and all such taxes shall be added to the price and paid by the Purchaser. The Purchaser shall be responsible for obtaining and providing to MPNS any certificate of exception or similar document that may be required to exempt a sale from sales, use or similar tax liability.
3. **DELIVERY.**
 - a. Unless otherwise shown on the face hereof, services will be provided at the Purchaser's premises.
 - b. MPNS reserves the right to utilize subcontractors to perform all or part of the services.
 - c. MPNS shall not be liable for any damages or penalty for delay in providing the contracted services or failure to give notice of delay when such delay is due to force majeure, the elements, acts of God, acts of the Purchaser, acts of civil or military authority, government priorities, fires or floods, epidemics or quarantine restrictions, war, riots, strikes, lockout, breakdown, differences with workmen, accidents involving machinery, delays in transportation, or any other cause beyond the reasonable control of MPNS; and the schedule for delivery of services shall, in such event, be considered extended by a period of time at least equal to the time lost because of any delay which is excusable under this clause.
 - d. Purchaser must notify MPNS in writing not less than two (2) business days prior to reserved date(s), of any need to reschedule the contracted MPNS services; otherwise, Purchaser is responsible for payment of the full rate for such services.
4. **PAYMENTS.** All sales are subject to the approval of MPNS's Credit Department. Terms are payment fifty percent (50%) prior to the delivery / commencement of services provided by MPNS with the balance due thirty (30) days after completion, except where other terms of payment are set forth in MPNS's price quotation. MPNS reserves the right at any time to revoke any credit extended to the Purchaser for any risk deemed sufficient by MPNS. Overdue payments are subject to interest penalty of the delinquent amount at the rate of 1 ½ % per month.
5. **SUBSTITUTIONS AND MODIFICATIONS OF OFFERINGS.** MPNS reserves the right to make substitutions and modifications in the specifications of services offered by MPNS, provided that such substitutions or modifications will not materially affect the services offered.
6. **PROPRIETARY AND CONFIDENTIAL INFORMATION.** All materials and/or data furnished by MPNS, and identified as confidential relating to the services furnished hereunder and the information therein are proprietary to MPNS. Such materials have been developed at MPNS'S expense, and may contain trade secrets of MPNS (except information as may be established to be in the public domain), and Purchaser shall exercise reasonable care to hold such information in confidence. Any information supplied by the Purchaser to MPNS shall not be received in confidence, and Purchaser is notified that no employee of MPNS is authorized to receive any information in confidence.
7. **FAIR LABOR STANDARDS ACT.** MPNS hereby certifies that services tendered hereunder will be provided in compliance with all applicable requirements of the Fair Labor Standards Act, as amended, and of the Regulations and Orders of the U.S. Department of Labor.
8. **SUPPLEMENTARY TERMS AND CONDITIONS FOR U.S. GOVERNMENT CONTRACTS.** Supplementary terms and conditions of sale, available upon request at the offices of MPNS, shall be applicable to all sales of services for U.S. Government end-use, when the Government contract number is specified on Purchaser's request for quotation and order.
9. **MODIFICATION.** The terms and conditions contained in this order shall prevail and govern MPNS's sale of these services, notwithstanding any variation or contrary terms and conditions included in any order issued by the Purchaser for any service sold hereunder. Deviations from these terms and conditions are not valid unless confirmed in writing by an authorized representative of MPNS.
10. **APPLICABLE LAW.** Any resulting order, and all matters relating to the making, performance, or breach thereof, shall be governed by the law of the State of Delaware, without regard to choice of law principles.
11. **DISPUTES; FORUM SELECTION.** Any legal or other action brought for the purpose of obtaining a binding adjudication of any disputes arising under or in connection with this order shall be brought and maintained only in court of competent jurisdiction in the State of Delaware. The parties hereby consent to the personal jurisdiction of such tribunals, and hereby waive any and all objections to the personal jurisdiction or venue of such tribunals.
12. **WARRANTY.** MPNS warrants that it will provide the services in accordance with generally accepted standards prevailing in the instrument repair industry. Warranty claims must be made within ninety (90) days after services are performed. EXCEPT AS PROVIDED HEREIN, MPNS DISCLAIMS ALL WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MPNS'S SOLE LIABILITY AND RESPONSIBILITY FOR BREACH OF WARRANTY IS RE-PERFORMANCE OF THE SERVICES WITHIN A REASONABLE TIME. THESE ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY.
13. **LIMITATION OF LIABILITY.** IN NO EVENT WILL MPNS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY LOST PROFITS, ARISING FROM OR RELATING TO THE SERVICES EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THE SERVICES, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE FEES PAID FOR THE SERVICES HEREUNDER. ONE OR MORE CLAIMS WILL NOT ENLARGE THIS LIMIT.
14. **MISCELLANEOUS.**
 - a. All orders are subject to written acceptance by MPNS, signed by an authorized representative of MPNS.
 - b. This contract is not assignable, and any attempt to assign any rights, duties or obligations arising hereunder shall be void.
 - c. All other rights and remedies of MPNS, whether evidenced hereby or by any other contract or instrument, shall be cumulative and may be exercised singularly or concurrently, and in the event that Purchaser shall on any occasion fail to perform under any term thereof, and if MPNS shall not enforce that term, failure to enforce on that occasion shall not prevent enforcement on any other occasion.