

## **GENERAL TERMS AND CONDITIONS OF SALE (OCTOBER 2023)**

Unless otherwise stated on the face of the quotation, the following are the terms and conditions under which My Press Needs LLC and/or MPN Servies LLC (hereinafter collectively referred to as SELLER) sells its products and parts, which are accepted by the Purchaser upon placing an order which is subsequently acknowledged and accepted by SELLER.

In the event of any conflict between these terms and conditions and the terms and conditions set forth in Purchaser's purchase order or any form of offer or counter offer, the terms and conditions set forth below shall control unless (and only to the extent) SELLER otherwise agrees in writing.

1. **PRICES.** Prices quoted by SELLER are subject to change without notice after thirty (30) days from the date of quotation. All prices are subject to adjustment on account of specifications, quantities, shipment arrangements, or other terms and conditions which are not a part of the original price quotation.

SELLER's quoted prices do not include rigging, training or site-preparation.

2. **TAXES OR DUTY.** SELLER's Prices are exclusive of all customs duty, excise, sales, use and other applicable taxes imposed by any federal, state or municipal United States (or other) government in connection with the production, processing, sale, use, shipment or delivery of products by SELLER, 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 SELLER any certificate of exception or similar document required to exempt a sale from sales, use or similar tax liability.

3. **DELIVERY.**

- a. Unless set forth in a separate written agreement signed by SELLER's authorized representative, delivery will be made F.O.B. carrier at point of shipment (for U.S. points of shipment), or EX WORKS at point of shipment (for international points of shipment). The time of delivery is the time when the product to be delivered is ready for pickup by the Purchaser or its carrier.
- b. SELLER shall not be liable for any damages or penalty for delay in delivery 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, inability to obtain necessary governmental approvals, fires or floods, epidemics or quarantine restrictions, war, riots, strikes, lockout, breakdown, difference with workmen, accidents to machinery, car shortages, delays in transportation, unavailability of Purchaser's building or work site, delay in delivery by SELLER vendors or any other cause beyond the reasonable control of SELLER; and the schedule for delivery otherwise pertaining to any product 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.
- c. Ownership of products shall pass to the Purchaser upon delivery thereof by SELLER to the Purchaser or its carrier, provided that the Purchaser does hereby grant to SELLER a security interest in the products as security for the performance by the Purchaser of all its obligations hereunder together with the right, without liability, to repossess the products, with or without notice in the event of default of any such obligations, and Purchaser, by acceptance of this quotation, agrees to execute any and all UCC financing statements or other documents necessary for SELLER to perfect such security interest.
- d. Products held or stored by SELLER for the Purchaser shall be at the sole risk of the Purchaser, and the Purchaser shall be liable for the expense to SELLER of holding or storing products at Purchaser's request, or pending re-sale or other efforts by SELLER to mitigate damage, because Purchaser fails to take delivery at the time agreed.
- e. Any order which requires multiple delivery dates shall specify the delivery schedule on the face of the order.

4. **SHIPMENT.** In the absence of specific instructions to the contrary, SELLER will select the carrier and method of transportation and routing for shipment of its products, but by so doing SELLER will not thereby assume any liability in connection with shipment, nor shall the carrier in any way be construed to be the carrier or other agent of SELLER. Products shall be at the Purchaser's entire risk after delivery by SELLER

to the carrier, and all insurance and transportation charges will be paid by the Purchaser.

5. **PAYMENTS.** All sales are subject to the approval of SELLER's credit department. Terms are as set forth in SELLER's quotation. Overdue payments are subject to interest penalty of the delinquent amount at the rate of 1-1/2% per month. SELLER will issue invoices on delivery in the case of all products, and if deliveries are authorized in installments, each shipment shall be invoiced and paid for when due without regard to the other scheduled deliveries.

Purchaser may pay SELLER by wire transfer. If Purchaser elects to pay by wire transfer, SELLER will provide written instructions. Said instructions will include a phone number for Purchaser to call SELLER's Finance Department to confirm said instructions over the phone. In addition to the foregoing, SELLER recommends that Purchaser first wire a small sum (such as \$10.00) and when receipt is confirmed by SELLER the remaining funds can be sent. SELLER is not responsible for misdirected wire transfers that SELLER has not received.

6. **PATENT INFRINGEMENT.** SELLER warrants that the use or sale of the product delivered hereunder will not infringe the claims at any United States patent covering the product itself, but does not warrant against infringement by reason of the use thereof in combination with other products or in the operation of any process. SELLER guarantees that the equipment furnished under this order, as delivered, will not infringe on any U.S. or foreign letters patent, copyright, or trademark; however, SELLER will indemnify others for legal costs and amount of judgment only if SELLER had advance notice and the ability to control the defense of the infringement claim in the legal proceeding, such claims of infringement are proven, and judgment rendered, in a court of competent jurisdiction.

7. **FACTORY ACCEPTANCE TESTING; INSTALLATION AND COMMISSIONING.**

**FACTORY ACCEPTANCE TESTING.**

Prior to shipment, all products undergo Factory Acceptance Testing (FAT) to confirm that the product was manufactured in accordance with design specifications and that the components operate properly. A copy of SELLER's FAT protocol is available upon request.

**INSTALLATION AND COMMISSIONING.**

After deliver and prior to installation, the Purchaser must inspect the product, at its sole expense, and notify SELLER of any claimed defect within ten (10) days after delivery. In the event Purchaser notifies SELLER of such defect, the Purchaser's sole remedy is to have SELLER repair such defect pursuant to the warranty provisions set forth below.

The Purchaser is responsible for placement and leveling of the SELLER's product at the site, and for connecting the SELLER's product to air and to electrical power. Completion of installation and commissioning by SELLER's representative may take up to one week from the time the product is placed, leveled, and connected to air and electricity. A copy of SELLER's commissioning protocol is available upon request.

SELLER recommends the additional services of one of its associates for training. There is no charge except for reimbursement of travel expenses including hotel, car rental, airfare, etc. (billed at cost) and \$70 per hour for travel time.

8. **WARRANTIES.**

**PRODUCT WARRANTY:**

SELLER warrants all components (except as otherwise set out) of its product and related accessories against defects in material and workmanship for a period of one year from the date of delivery to customer or 2000 hours of operation, whichever comes first. Furthermore, SELLER warrants all components of accessories against defects in material and workmanship for a period of one year from the date of delivery to customer.

Service and repairs shall be made by SELLER at no charge for six months from the date of delivery to customer. After six months from date of delivery to customer, service and repairs on equipment shall be subject to hourly rate charges, and travel and expense reimbursement rates then in effect.

SELLER reserves the right to determine whether the repairs and/or service are to take place at the SELLER's or Purchaser's place of business.

This warranty is null and void if, without SELLER's approval, the product has been modified, reconfigured, tampered with, disassembled, abused or misused in any manner.

**REPLACEMENT PARTS WARRANTY:**

Replacement parts are warranted for a period of twelve (12) months from shipping date or the remaining life of the original equipment warranty, whichever is longer.

Transportation costs for in-warranty replacement parts shall be paid by SELLER for shipment from SELLER to Purchaser via UPS Next Day or other comparable delivery service as specified by SELLER. Any shipping charges in addition to UPS Next Day service rates will be charged to Purchaser. In-warranty parts will be invoiced to Purchaser, and full credit against that invoice will be issued upon return of defective parts within 30 days of date of invoice. No credit will be allowed for defective parts returned after 30 days. Transportation costs for the return of in-warranty parts are the responsibility of the Purchaser. Notwithstanding any other provision in this Section C.2, the SELLER shall in its sole discretion determine whether or not the defective in-warranty part needs to be returned to the SELLER.

**LABOR WARRANTY:**

Labor is warranted for six months from date of delivery to customer.

**ALL WARRANTIES:**

Except as otherwise set forth, all warranties begin on the delivery date. However, warranties become void if terms of this Agreement, including, but not limited to, final payment terms, are not complied with by Purchaser.

THIS EXPRESS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, GUARANTEES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES AGAINST INFRINGEMENT, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A SPECIFIC PURPOSE OR USAGE OF TRADE, AND WARRANTIES ARISING BY OPERATION OF LAW OR OTHERWISE. PURCHASER'S REMEDIES AS SET OUT HEREIN ARE EXCLUSIVE.

9. INDEMNIFICATION; LIMITATION OF LIABILITY.

**Purchaser agrees to indemnify and hold SELLER harmless from any claims or damages against or incurred by SELLER due to a) Purchaser's modification of guarding or safety features installed by SELLER; or b) Purchaser's failure to provide proper safety training or guarding of the SELLER's product as required by OSHA or comparable laws or rules in the appropriate jurisdiction.**

SELLER'S TOTAL LIABILITY FOR ALL CLAIMS OF ANY KIND, INCLUDING WITHOUT LIMITATION BREACH OF WARRANTY OR OTHER BREACH OF CONTRACT, NEGLIGENCE AND STRICT LIABILITY IN TORT, FOR LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH OR RESULTING FROM GOODS SOLD BY SELLER, OR THE PURCHASE, USE OR PERFORMANCE OF THE GOODS SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID FOR SUCH GOODS. IN ADDITION, IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER OR THIRD PARTIES FOR ANY: INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS OR REVENUE ARISING FOR ANY REASON WHATSOEVER INCLUDING FAILURE TO MAKE A TIMELY DELIVERY OR



## MY PRESS NEEDS LLC

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[www.MyPressNeeds.com](http://www.MyPressNeeds.com)

MALFUNCTION OF THE EQUIPMENT; OR LOSS OF USE OF THE GOODS, COST OF CAPITAL OR CLAIMS BY PURCHASER, CUSTOMERS OR OTHER THIRD PARTIES FOR DAMAGES RESULTING FROM PROPERTY DAMAGES OR PERSONAL INJURY; OR LABOR, LOSS, DAMAGES OR EXPENSES DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF THE PRODUCT.

No liability whatsoever shall attach to SELLER if SELLER has not received complete payment from the Purchaser.

10. SUBSTITUTIONS AND MODIFICATIONS OF SPECIFICATIONS. SELLER assumes the right to make substitutions and modifications in the specifications of products designed by SELLER, provided that such substitutions or modifications will not materially affect the performance of the product.
11. CONFIDENTIAL INFORMATION. All drawings, diagrams, specifications and other materials furnished by SELLER, and identified as confidential relating to the use and service of products furnished hereunder and the information therein are proprietary to SELLER. Such materials have been developed at great expense, and shall be received in confidence, and Purchaser shall exercise reasonable care to hold such information in confidence. Any information supplied by the Purchaser to SELLER shall not be received in confidence, and Purchaser is notified that no employee of SELLER is authorized to receive any information in confidence.
12. MODIFICATION. The foregoing terms and conditions shall prevail and govern SELLER's sale of equipment or products, notwithstanding any variation from the terms and conditions of any order submitted by the Purchaser for any product sold hereunder. Deviations from these terms and conditions are not valid unless confirmed in writing by an authorized representative of SELLER.
13. 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 Delaware choice of law principles.
14. 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 the Delaware Court of Common Pleas or in the United States District Court for the District 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. In any action or suit by SELLER to collect payments from Purchaser, the SELLER shall be entitled to collect its attorneys' fees, interest and all other related costs and expenses if SELLER is the prevailing party.
15. MISCELLANEOUS.
  - (a) All orders are subject to acceptance by SELLER in writing, signed by an authorized representative of SELLER.
  - (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 SELLER, 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 SELLER shall not enforce that term, failure to enforce on that occasion shall not prevent enforcement on any other occasion.
  - (d) Cancellation of this order at any time shall render Purchaser subject to a cancellation cost, which shall be reasonable under the circumstances.