1. General. In these terms and conditions, Ensil Technical Services, Inc. is referred to as “Seller” and the party to whom Seller’s quotation or repair estimate is addressed is referred to as “Buyer.” All quotations, repair estimates, authorizations to proceed, order acknowledgments, invoices, and sales of Seller’s services, repairs, manufacturing, or other work are subject to these terms and conditions. Any purchase order or other document submitted by Buyer and any additional terms and conditions or interpretations of these terms and conditions are expressly excluded from this transaction and shall not be binding upon Seller. Failure of Seller to object to provisions contained in any purchase order or other communication from Buyer will not be construed as a waiver of any of Seller’s rights or obligations under these terms and conditions. Seller’s quotation or repair estimate, Buyer’s authorization to proceed, Seller’s order acknowledgment, Seller’s invoice, and these terms and conditions (the “Sale Documents”) shall be the mutual understanding between Buyer and Seller with respect to the purchase of services, repairs, manufacturing, or other work (the “Transaction”). The Sale Documents supersede all other oral and written communications, representations, and understandings. The Sale Documents and Transaction are governed by New York law, without reference to the laws of any other jurisdiction, including choice of law. Any action or proceeding arising out of or relating to the Transaction or Sale Documents must be commenced in the New York State Supreme Court, Niagara County, or the United States District Court, Western District of New York, in Buffalo, NY.Buyer consents to the personal jurisdiction and venue of any such court.

2. Quotations/Repair Estimates. Written quotations and repair estimates expire 30 days from the date issued unless otherwise stated in the quotation or repair estimate. After expiration, the quotation or repair estimate may be honored at Seller’s sole discretion, or be re-quoted or re-estimated.

3. Acceptance of Orders. Buyer must return a signed copy of Seller’s quotation or repair estimate as Buyer’s authorization to proceed with the Transaction. Buyer’s authorization to proceed constitutes acceptance of Seller’s terms and conditions, and the Transaction becomes non-cancelable by Buyer. Any accompanying purchase order or other communication from Buyer that contains terms and conditions in addition to or inconsistent with Seller’s terms and conditions is expressly excluded from this transaction. Buyer’s acceptance of Seller’s terms and conditions is evidenced by Buyer’s order acknowledgment, contract, payment, performance, or other subsequent order acknowledgment issued by Buyer. Any signature of Buyer’s purchase order by Seller shall not be construed as an acceptance of Buyer’s terms and conditions in addition to or inconsistent with Seller’s terms and conditions. Any order acknowledgment that includes a signature or additional terms and conditions that are not consistent with Seller’s terms and conditions is void. Any reference to Buyer’s purchase order number or work order in Seller’s quotation, repair estimate, order acknowledgment, shipment document, invoice, or other document is for Buyer’s internal accounting purposes only and shall not be interpreted as an acceptance of any of Buyer’s terms and conditions. At Seller’s sole discretion, Seller may require Buyer to enter into a Confidentiality Agreement or Non-Disclosure Agreement as a condition to Seller’s performance of the Transaction.

4. Specifications. Unless otherwise expressly agreed in a writing signed by an authorized representative of Seller, Buyer acknowledges that Buyer’s specifications for the device or equipment being ordered or serviced are solely based on Buyer’s description or the manufacturer’s specifications for the device or equipment being serviced or repaired. Seller will perform repairs and services in accordance with IPC standards for electronic printed circuit boards and reasonable industry practices for commercial electronic repair and service, which include the use of non- OEM repair parts. If Buyer provides any specifications or designs to Seller to construct prototypes or manufacture devices, Buyer will defend and indemnify Seller for all claims, costs and expenses (including attorney’s fees and disbursements) arising out of or relating to any patent, trademark or copyright infringement claims due to Seller’s compliance with Buyer’s specifications and designs. Seller will not be responsible for the accuracy or sufficiency of Buyer’s specifications and designs for Buyer’s intended use or for the performance of any devices or equipment manufactured or modified by Seller’s designs or specifications. Buyer is solely responsible for the accuracy, sufficiency and the intended use of Buyer’s design.

5. Delay. All quoted or estimated turn around times, delivery dates, and shipping dates are estimates only, and time is not of the essence. Any rush or expedited dates to which Seller agrees will be in writing and subject to additional surcharges.

6. Payment and Credit. Unless satisfactory credit is established with Seller, payment in full is required when Buyer issues authorization for Seller to perform any work, fix any device, or repair any equipment, or ship any device. Payment is due when Seller performs, completes, or delivers equipment or service. Seller may require Buyer to remit a 30% deposit for any repair work, and Buyer is responsible for all packaging and shipping costs, insurance, cost of exporting outside of USA, obtaining permits and government authorizations, and any other expenses associated with equipment or device. If Buyer fails to pay within 30 days of invoice, Seller may, at Seller’s option, charge Buyer interest at a rate of 1% per month, or pay the claim to Seller’s attorney. Seller may charge Buyer, in addition to the cost of storing the equipment or device, a charge of $100 per month for the storage of equipment or device. If Buyer fails to pay within 30 days of invoice, Seller reserves the right to store the equipment or device at Buyer’s expense and risk.

7. Shipping and Risk of Loss. Seller will notify Buyer in writing when Buyer’s order is ready, and Buyer shall have 30 days from the date of notification in which to accept delivery. If Buyer fails to accept delivery within the 30 days, Seller reserves the right to store the equipment or device at Buyer’s expense. Seller will invoice Buyer for any losses that occur during shipment. If Seller ships equipment or devices to Buyer, Buyer is responsible for all packaging and shipping costs, insurance, cost of exporting outside of USA, obtaining permits and government authorizations, and any other expenses associated with equipment or device. If Buyer fails to pay within 30 days of invoice, Seller reserves the right to store the equipment or device at Buyer’s expense and risk.

8. Limited Warranties. Seller warrants its services and repairs will be free from defects in parts, labor, and workmanship for a period of 120 days from the date of pickup or shipping from Seller's facility. Unless otherwise agreed to in a writing signed by an authorized representative of Seller, and for additional cost, Seller’s 120-day warranty period will not be extended. Seller’s limited warranty is made exclusively to Buyer and is applicable only to Seller’s parts, labor, and workmanship. The limited warranty extends for a period of 120 days from the date of pickup or shipping from Seller’s facility and will conform to the design and parts specifications as given by Buyer. If Buyer is responsible for any factors which would cause Seller’s warranty to be void, Buyer must pay the cost of labor and parts repairs. If Buyer’s intended use or application (hereinafter referred to as Buyer’s intended use or application) was not consistent with Seller’s design and specifications, the warranty will be void. If Buyer’s intended use or application (hereinafter referred to as Buyer’s intended use or application) was not consistent with Seller’s design and specifications, the warranty will be void. Seller’s warranty on prototypes and manufactured devices does not extend to any parts, components, or products manufactured by others and incorporated into the prototype or manufactured device. Buyer passes on to Buyer any available warranty or other rights or supplier or manufacturer of the parts, components or products manufactured by others and incorporated into the prototype or manufactured device. Seller is not liable or responsible for any damage or loss incurred by Buyer in the design, manufacture, use, or operation of Buyer’s intended use or application. Buyer’s warranty on prototypes and manufactured devices extends not to any parts, components, or products manufactured by others and incorporated into the prototype or manufactured device. If Buyer passes on to Buyer any available warranty or other rights, the warranty is limited to the parts, components, or products manufactured by others and incorporated into the prototype or manufactured device. Seller is not liable or responsible for any damage or loss incurred by Buyer in the design, manufacture, use, or operation of Buyer’s intended use or application.

9. Limitation of Liability. Buyer assumes all risks and liabilities resulting from the use of any repaired devices or equipment, or any prototypes or manufactured devices, whether used independently or in combination with other equipment, devices, persons, or substances. Seller shall have no liability for defects or damages arising from causes or circumstances beyond Seller’s control, including, but not limited to, acts of God, terrorism, fires, floods, wars, sabotage, accidents, labor disputes, shortages, governmental control, including, but not limited to, acts of God, terrorism, fires, floods, wars, sabotage, accidents, labor disputes, shortages, governmental laws, ordinances, rules and regulations, priorities, requisitions, allocations, price adjustments, inability to obtain raw material or parts, and any other similar or different occurrence. In the event Seller is unable to perform or complete the Transaction for any of the above reasons, Seller shall be relieved of any obligation or liability under the Transaction, and the Transaction shall be deemed terminated. Seller is not liable for any incidental, special, or consequential damages, including, but not limited to, loss of income, business, data, or profits, arising out of or related to the manufacture, sale, purchase, repair, servicing, use, or performance of any device or piece of equipment. Seller shall have no liability for any data or information that is lost or destroyed during the course of the repair or service work. If Seller were required to disclose the Confidential Information, Buyer acknowledges that it would cause irreparable harm to Seller’s business if Seller were required to disclose the Confidential Information. At Seller’s request, Buyer agrees to enter into a Confidentiality Agreement or Non-Disclosure Agreement as a condition to Seller’s performance of the Transaction.

10. Force Majeure. Seller shall not be liable for failure to perform if performance is made impracticable due to any occurrence beyond Seller’s control, including, but not limited to, acts of God, terrorism, fires, floods, wars, sabotage, accidents, labor disputes, shortages, governmental control, including, but not limited to, acts of God, terrorism, fires, floods, wars, sabotage, accidents, labor disputes, shortages, governmental laws, ordinances, rules and regulations, priorities, requisitions, allocations, price adjustments, inability to obtain raw material or parts, and any other similar or different occurrence. In the event Seller is unable to perform or complete the Transaction for any of the above reasons, Seller shall be relieved of any obligation or liability under the Transaction, and the Transaction shall be deemed terminated. Seller is not liable for any incidental, special, or consequential damages, including, but not limited to, loss of income, business, data, or profits, arising out of or related to the manufacture, sale, purchase, repair, servicing, use, or performance of any device or piece of equipment. Seller shall have no liability for any data or information that is lost or destroyed during the course of the repair or service work. If Seller were required to disclose the Confidential Information, Buyer acknowledges that it would cause irreparable harm to Seller’s business if Seller were required to disclose the Confidential Information. At Seller’s request, Buyer agrees to enter into a Confidentiality Agreement or Non-Disclosure Agreement as a condition to Seller’s performance of the Transaction.

11. Indemnification. If Seller or any of Seller’s subcontractors (including Ensil Canada Ltd.) is made a party to any action, arbitration, or proceeding involving Buyer, anyone persons deriving title from Buyer, or any other third party on the basis of breach of warranty, breach of contract, tort, strict liability, negligence, breach of fiduciary duty, or any other cause of action arising out of or relating to the repair, manufacture, inspection, sale, or installation of any equipment, services, or products hereunder, Buyer shall indemnify, defend and hold Seller harmless from any and all losses, damages, liabilities, costs, expenses, fees, and other expenses in connection with or arising out of any such claims, suits, proceedings, actions, or judgments, whether or not Seller was negligent or solely at fault. Seller and Seller’s subcontractor shall also be named as additional insureds on Buyer’s insurance, which shall afford primary coverage to Seller and Seller’s subcontractor. Seller and Seller’s subcontractor shall be entitled to representation by counsel of their own choosing at Buyer’s expense. Failure of Seller to object to provisions contained in any purchase order or other communication from Buyer will not be construed as a waiver of any of Seller’s rights or obligations under these terms and conditions. Seller’s right to indemnification hereunder shall be cumulative with any other rights or indemnities provided to Seller hereunder or under any other agreement with Buyer.

12. Taxes and Other Charges. Buyer will pay any manufacturers’ tax, retailer’s occupation tax, use tax, sales tax, duty, custom inspection or testing fee, or any other tax, fee or charge of any nature whatsoever, imposed by any government authority, or on measured by any transaction to be entitled to recover.