

Applicable Law. The laws of the State of Utah shall be applicable to all suits arising under any agreement between Robotronics and the Customer. The terms, conditions, provisions, validity, interpretation, and enforcement of this order agreement shall also be governed by the laws of the State of Utah.

Prices/Taxes. All prices on this order, or any quotation by Robotronics are for immediate acceptance and are subject to change without notice at any time prior to acceptance and shipment by Robotronics. All federal, state, local, sales, use, or other taxes are in addition to the prices stated and will be paid by the Customer. Sales tax is charged to non-exempt Utah customers only at the current rate required by local and state government. If Customer is required to pay sales tax, they will need to pay it directly to their own State under the laws of their State.

Payment Terms. After receiving a completed order form and an approved purchase order, Robotronics will bill order to towns, district, and government agencies with payment due 30 days after invoice date. All other organizations require a completed order form and one half down payment with the balance due upon delivery of the product(s). Custom work, custom robots, or imprinted material will be paid in full, 100 percent, before the start of the work has begun.

All payments must be in US funds drawn on a US bank or clearinghouse. International payments must be made by bank draft or international money order through a US bank or clearing house. International Visa, MasterCard and American Express payments will also be accepted in US funds. Direct bank transfers are also available.

The purchase price and all taxes, freight charges, and other amounts are due and will be paid by Customer in cash, to be received by Robotronics in Springville, Utah, within terms of the invoice. All orders are subject to shipment in whole or in part at the option of Robotronics. Each shipment is subject to immediate invoicing, and payment for each invoice shall be made to be received within terms of invoice.

If the statement of account remains unpaid beyond the due date, the Customer agrees to pay all service charges and interest at the maximum rate permitted by law. If the account is referred to a collection agency or an attorney, the Customer agrees to pay all costs and expenses of any collection activities, including reasonable attorney fees both before and after suit. An additional fee of \$10 will be charged on each check or credit card charge returned.

The Customer also authorizes Robotronics to investigate the Customer listed herein pertaining to their credit and financial responsibility. If, at any time, Robotronics deems the financial responsibility of Customer unsatisfactory, Robotronics may require payment in advance or on delivery. If Customer fails to comply with terms of payment, Robotronics may withhold further deliveries or cancel the unfilled portion of any order, and all unpaid accounts shall become immediately due and payable.

Shipment/Risk of Loss. All risk of loss or damage to the goods and all other incidence of title and ownership shall pass to the Customer upon delivery to the carrier at Robotronics' shipping point, and such delivery shall constitute delivery to Customer even though a right might exist with the Customer to reject the goods or the Customer revokes acceptance of the goods. For all orders outside of the contiguous US, additional shipping costs apply. For foreign orders, all costs including airport and brokerage fees, import duties, taxes, and all other charges other than shipping costs are the responsibility of the customer.

Shipping dates or time of arrival of shipment at destination are not guaranteed by Robotronics. Robotronics shall not be liable for any delays or defaults in making shipment. In event of shipment delay, if Robotronics and Customer do not mutually agree in writing to cancel the order for the item involved, the shipping date automatically shall be extended to the date that Robotronics is able to ship. The method of shipment will be at Robotronics option. Customer is responsible for furnishing labor and equipment for unloading as required by the carrier.

Cancellations. Customer's order and this agreement are not subject to cancellation, return, or back charge, or change in specifications, shipping schedule, or other conditions without Robotronics' written consent.

Returns. No goods may be returned, nor will any credit be allowed without first obtaining prior approval by Robotronics. Only standard stock goods, with the exception of magic items, returned with Robotronics consent will be credited, less the cost of handling and freight costs involved. All returns are subject to a restocking charge at the discretion of Robotronics. Products not normally stocked by Robotronics, including custom orders, will not be accepted for credit.

Claims/Remedies. Any claims or exceptions by Customer for defective product must be made within 10 days after receipt of the product. Customer shall retain the product asserted to be defective and provide Robotronics any opportunity to investigate. Claims for damaged product ordinarily must be made by Customer to the carrier.

Any claim by Customer against Robotronics for shortage or damage must be made within 10 days after receipt of product. All settlements must be made in writing by agreement between both Robotronics and the Customer.

Robotronics shall not, in any event, be liable for the cost of any labor expended on any such goods or for any special, direct, indirect, or consequential damages to Customer or any third party.

Warranties. Robotronics makes no warranty of any kind whatsoever expressed or implied, and all implied warranties are hereby disclaimed by Robotronics and excluded from this agreement. Warranties other than Robotronics' published warranty must be in writing by Robotronics and are specific to the individual purchase that the warranty relates to. For robots, Robotronics offers a 12-Month warranty on all parts and labor; Customer pays shipping one way. Work performed by an outside source will void the warranty as Robotronics will not guaranty work done by unauthorized individuals or businesses. Charges incurred by these outside businesses or individuals will not be paid by Robotronics under this warranty agreement. All parts needing to be returned as part of this warranty agreement will require a proof of delivery if not received by Robotronics.

Entire Agreement/Modification. This agreement constitutes the sole and entire agreement between Customer and Robotronics with respect to the goods specified on the face of this order form, and none of the terms and conditions herein may be added to, deleted, modified, or altered except by written instrument signed by an officer of Robotronics. There are no oral representations or agreements related to this agreement which are not fully expressed herein.

Any quotation by Robotronics and all sales are subject to the terms and conditions stated herein, and Customer is conclusively presumed to have accepted these terms and conditions. Shipment by Robotronics and acceptance of the products by the Customer shall be conclusively deemed to be subject to all of the terms and conditions listed in this agreement.

In the event that the Customer has submitted a purchase order or form stating terms or conditions additional to or different from these terms and conditions or if the purchase order or form expressly limits the terms and conditions of this agreement, then Robotronics, accepting this order form signed by the Customer, shall override any additional, different, or limiting terms and will accept only this agreement with its terms and conditions without modification, addition, or alteration. Under these circumstances, the failure of Customer to deliver notification of objection to these terms and condition of sale within a reasonable time shall be deemed an acceptance of these terms and conditions and a contract shall be deemed formed only upon such terms and conditions.

In any event, and regardless of any other terms and conditions stated by Customer, Customer's acceptance of the products covered hereby shall be conclusively deemed to be subject to the terms and conditions herein, including those which may be in addition to or different than any contained in any other order or form submitted by Customer.