

Terms and Conditions of Sale

PLEASE READ THIS DOCUMENT CAREFULLY IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS. AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU.

These terms and conditions ("Agreement") apply to your purchase of parts ("Parts") from Protosil. By placing an order ("Order") for the Parts or by providing Protosil with authorization to proceed on an Order, you accept and are bound to the terms and conditions of this Agreement. THIS AGREEMENT SHALL APPLY UNLESS YOU HAVE A SEPARATE PURCHASE AGREEMENT WITH PROTOSIL, IN WHICH CASE THE SEPARATE AGREEMENT SHALL GOVERN.

- 1. Other Documents.** This Agreement may NOT be altered, supplemented, or amended unless otherwise agreed in a written agreement signed by you and Protosil.
- 2. Orders.** You are responsible to ensure that all information provided in a quotation request or Order is accurate and complete. Your Order is subject to acceptance by Protosil in Protosil's sole discretion. Protosil may do a credit check on you and require a credit card or other assurance of payment. You are responsible for any Orders placed in your account using the Protosil software. Protosil is not responsible for pricing, typographical, or other errors, in any offer by Protosil and reserves the right to cancel any Orders resulting from such errors. Your Order is subject to cancellation by Protosil, at Protosil's sole discretion. You may not cancel or change any Order after acceptance by Protosil without the written consent of Protosil. If Protosil, in its sole discretion, agrees to cancel an Order, you are responsible to pay, for all charges for work completed from the earlier of date of the Order or authorization to proceed plus a cancellation fee. If Protosil, in its sole discretion, agrees to change an Order at your request, you are responsible to pay for any additional charges resulting from the change to the Order.
- 3. Payment Terms.** All prices are in U.S. Dollars. Protosil accepts Visa, MasterCard and Paypal. For Orders by Purchase Order, you must provide the Purchase Order number and promptly provide Protosil with a copy of the Purchase Order by fax or email. Protosil may invoice part of an Order separately. If any payment due hereunder is not made within the date stated on the invoice, late payment interest charges computed at one and one-half percent (1-1/2%) per month, or the highest amount permitted by applicable law, whichever is less, shall be due and payable with respect to such payment.
- 4. Shipping Charges; Title; Risk of Loss; Acceptance.** Delivery Terms for all shipments of Parts is 'FOB Protosil'. Shipments are sent by the carrier you selected during the quotation process. We welcome the use of your shipping account with FedEx, UPS or other. Delivery terms for all parts is 'FOB Protosil', therefore delivery failures are not Protosil's responsibility. Shipping dates are estimates only. You must notify Protosil within five days of the date of shipment, in writing, if you believe any part of your purchase is missing, wrong or damaged. Unless you have so notified Protosil, specifying the nature of what is missing, wrong, or damaged within five days of shipment, the Parts will be deemed accepted, non-returnable and non-refundable.
- 5. Taxes.** Unless you provide Protosil with a valid and correct tax exemption certificate applicable to your purchase of Parts and the Parts' ship-to location, Parts sold by Protosil and shipped to destinations in the states of Georgia and Alabama are subject to collection of sales tax by Protosil. You are responsible for any other sales, use or other taxes associated with the Order.
- 6. Force Majeure.** Neither party shall be responsible for any delay or failure in delivery or performance of any of its duties hereunder due to acts of God, acts or omissions or any other occurrence commonly known as force majeure, including war, riots, acts of terrorism, embargoes, strikes, or other concerted acts of workers, casualties or accidents, or any other causes or circumstances that prevent or hinder the manufacture or delivery of the Parts. Such party may cancel or delay performance hereunder for so long as such performance is delayed by such occurrence and in such event the party shall have no liability to the other party.

7. Warranties. THESE MATERIALS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. OR NON-INFRINGEMENT.

8. Limitation of Liability. PROTOSIL DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR PARTS NOT BEING AVAILABLE FOR USE, LOST REVENUE OR PROFITS OR LOSS OF BUSINESS. EXCEPT AS EXPRESSLY PROVIDED HEREIN. PROTOSIL WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. YOU AGREE THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PARTS, PROTOSIL IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AMOUNT INVOICED FOR THE APPLICABLE PARTS. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

9. Indemnification. You agree to indemnify Protosil, its employees, agents, representatives and suppliers from and against any and all liability, claims, damages and other expenses (including attorneys' fees, court costs and litigation expenses) arising out of or relating to any claim or action, regardless of form, concerning any breach of this Agreement by you, any acts or omissions by you relating to your performance under this Agreement, and any claim of third parties arising out of this Agreement or the sale of Parts hereunder. You will also indemnify and hold Protosil harmless from any claim that the Parts produced hereunder violates any patent or proprietary rights. It is your responsibility to pursue patent, copyright or other proprietary rights protection. Further it is your responsibility to investigate and ensure that the Parts do not infringe on other patents or proprietary rights.

10. Choice of Law / Binding Arbitration. This Agreement and any sales hereunder shall be governed by the internal laws of the State of Florida. Any dispute which cannot be resolved by mutual agreement of the parties shall be settled by arbitration in accordance with the commercial rules then in effect of the American Arbitration Association. The place of arbitration shall be Orlando, Florida. All arbitrators shall be knowledgeable in matters related to the type of supplies and services provided hereunder. The arbitration decision and award shall be binding on the parties and judgment thereon may be entered in any court of competent jurisdiction.