



## Delivery and Payment Terms

All quotations submitted by Absolute Robot, Inc. ("ARI") are subject to the following payment and delivery terms:

- Delivery Time:** All delivery information should be considered an estimate to be confirmed upon receipt of all the documents below:  
written purchase order,  
down payment(if required),  
signed sales confirmation with signature,  
detailed technical and commercial specifications.
- Price:** Price in the quotation includes only the cost of machine(s) delivered to US Port. Freight and special handling costs above the allowance are the responsibility of the buyer. Unless specifically stated otherwise in the quotation, all additional costs are the responsibility of the customer. Sales tax will be added to the invoice for all sales unless ARI has received a valid sales tax exemption certificate from the Buyer.
- Payment Terms:** Payment terms for purchase orders in an amount less than \$10,000 shall be made in accordance with Section 1.1. Payment for purchase orders for \$10,000 or more shall be made in accordance with the provisions of Sections 1.2, 1.3, and 1.4. Payments for custom automation projects shall be made in accordance with the provisions of Sections 1.5, 1.6, and 1.7.
- All purchase orders that are other than 100% pre-payment are subject to ARI credit approval.
- Payment (by wire) should be made to:  
**Beneficiary:** Absolute Robot, Inc.  
33 Southgate Street  
Worcester, MA U.S.A.  
Tel: 508.792.4305, Fax: 508-792.9645
- For Wire Transfer or ACH Transfer information, please call 508.792.4305.
- Warranty:** The only warranty made by ARI to Buyer is the limited warranty set forth in Section 20 below.
- Quotation:** ARI has provided the Buyer with a separate quotation describing the Equipment and the price for the Equipment to be purchased by the Buyer. The quotation is subject to the Standard Terms and Conditions set forth below.

## Standard Terms and Conditions

The following Terms and Conditions ("Terms") are applicable to all sales made by ARI, and the acceptance of any order is expressly conditioned upon Buyer's consent to these Terms. The Terms contained herein, and any other terms and conditions stated in any proposal or quotation of ARI regarding the particular sale shall constitute the complete agreement between ARI and Buyer and shall supersede all prior understandings, transactions and communications, whether oral or written, with respect to the matters referred to herein, and shall form the complete contract between ARI and Buyer (the "Contract"). The Contract shall be binding upon delivery of written acknowledgement of acceptance of the order by ARI.

**NO INTERLINEATION, DELETION, OR OTHER MODIFICATION OF THESE TERMS AND CONDITIONS OF SALE, AND NO ADDITIONAL TERMS OR CONDITIONS SET FORTH IN BUYER'S ORDER FORM OR IN ANY OTHER DOCUMENT EXECUTED AND/OR DELIVERED BY THE CUSTOMER TO AHC, SHALL BE BINDING UPON AHC UNLESS SPECIFICALLY SET FORTH IN A WRITING SIGNED BY A DULY AUTHORIZED OFFICER OF AHC AND THE CUSTOMER.**

All sales are subject to written Sales Confirmation by ARI. No Contract shall arise until a written acknowledgment with an authorized signature from the Seller accepting the Buyer's order is sent by ARI to the Buyer. Receipt by Buyer of ARI's acknowledgment and acceptance of an order without prompt (within 48 hours) written objection thereto shall constitute acceptance by Buyer of these Terms and Conditions and the terms and conditions of the quotation or proposal of ARI.

1. **Payment of Purchase Price:** The Buyer shall pay ARI the total payment amount for the equipment to ARI at 33 Southgate Street, Worcester, MA 01610, as stated in the quotation, the proposal, or in the acknowledgement and acceptance with regards to the sale of the machinery ("Equipment"), as follows:

**For Purchase Orders less than \$10,000:**

- 1.1. The Purchase Price shall be paid to ARI not later than thirty (30) days from the date of delivery of the Equipment according to the terms hereof.

**For Purchase Orders \$10,000 and greater:**

- 1.2. An amount equal to thirty percent (30%) of the total machine/s price (the "Purchase Price") to ARI shall be due upon the acknowledgement and acceptance of the order by ARI;
- 1.3. An additional amount equal to fifty percent (50%) of the total machine/s price to ARI in collected funds before the Equipment is shipped from the manufacturer.
- 1.4. The balance of the Purchase Price shall be paid to ARI not later than thirty (30) days from the date of delivery of the Equipment according to the terms hereof.

**For Purchases of Custom Automation Projects and Six Axis Robots:**

- 1.5. An amount equal to sixty percent (60%) of the total machine/s price (the "Purchase Price") to ARI shall be due upon the acknowledgement and acceptance of the order by ARI;
- 1.6. An additional amount equal to twenty percent (20%) of the total machine/s price to ARI in collected funds before the Equipment is shipped from the manufacturer.
- 1.7. The balance of the Purchase Price shall be paid to ARI not later than thirty (30) days from the date of delivery of the Equipment according to the terms hereof.

2. **Additional Payment Terms:**

- 2.1. The terms of payment provided for herein do not include any allowance for credit terms and shall apply notwithstanding any request for delay in delivery to the Buyer.
- 2.2. Buyer shall pay interest on all amounts not paid to ARI in a timely manner at an interest rate of eighteen percent (18%) per annum.
- 2.3. Buyer hereby grants ARI a purchase money security interest in the machine being transferred to Buyer to secure the full payment of the purchase price. Before the machine is unloaded at Buyer's place of business, Buyer shall execute and deliver to ARI a UCC-1 Financing Statement or other similar document in proper form necessary to perfect the purchase money security interest of ARI in and to the Equipment. Buyer authorizes ARI to execute and deliver any and all documents necessary to perfect such security interest.

3. **Cancellation:** In the event that the Buyer cancels the Equipment purchase contemplated herein:

- 3.1. If Buyer cancels the purchase order before the Equipment is shipped, Buyer shall be responsible for payment to ARI for an amount equal to eighty percent (80%) of the total purchase order, subject to the provisions of Section 3.2. If the order is cancelled after shipment, Buyer shall be responsible for payment of one hundred percent (100%) of the amount of the purchase order; and
- 3.2. Upon receipt of the notice of cancellation from the Buyer before shipment, ARI shall use reasonable efforts to resell the machine and the amount received by ARI from the resale of the machine, plus all costs, and charges related to the preparation and delivery of such machine for resale, shall be deducted from the balance owed to ARI under Section 3.1. Nothing in this paragraph shall relieve the Buyer from the obligation to pay the amount owed to ARI under Section 3.1 in a timely manner.
- 3.3. ARI shall have the right at our discretion, upon written notice to the Buyer, to terminate the contract unilaterally with immediate effect, fully or in part and/or to suspend performance of its obligations under the contract with immediate effect, if:
  - 3.3.1. The Buyer has failed to fulfill one or more of its obligations under these Terms or any other contract or other sales terms;
  - 3.3.2. Buyer has suspended payments or has sought the protection of the Bankruptcy Courts;
  - 3.3.3. A petition for the involuntary bankruptcy of the Buyer has been filed which has not been dismissed within thirty (30) days from the date of filing;
  - 3.3.4. The Buyer's property on ARI's premises has been attached in execution;
  - 3.3.5. A resolution for the dissolution and/or winding up of the Buyer has been adopted;
  - 3.3.6. Buyer is past due on any payment(s) to ARI;
  - 3.3.7. Buyer refuses to sign the UCC1 form prior to the machine(s) arrival at the dock of the Buyer's facility addressed above.

ARI is not and will never be liable with respect to the Buyer for any damages arising from termination of the sale pursuant to these Terms or from the suspension of obligations under these Terms for the aforementioned reasons. The amounts invoiced by ARI for performance prior to or upon termination of these Terms will be immediately due and payable. Buyer agrees to pay any and all of ARI's costs, damages, attorneys' fees and other expenses associated with Buyer's termination under these Terms and/or any contract with ARI pursuant to the terms of this Section.

4. **Customs Duties and Rates of Exchange:** All prices herein are based on customs duties and rates of exchange in effect at the time of quotation and are subject to revision at the time of invoicing.

5. **Price Changes:**

- 5.1. A price quotation from ARI is good for thirty (30) days only from the proposal date. An order received after thirty (30) days is subject to price revisions.
- 5.2. Any price in the quotation for optional feature(s) applies only if such feature is ordered at the same time as the machine.

6. **Shipping Charges and Related Charges:** The quotation of ARI shall include only the shipping, freight and other transportation costs to the port of entry (Domestic shipping point) and all duties and import fees applicable to the shipment of the Equipment. Any and all taxes, fees, or assessments on the ownership or installation of the Equipment shall be the sole responsibility of the Buyer, and the Buyer shall indemnify and hold ARI harmless from and against any and all such costs.

7. **Currency:** Unless otherwise stated herein, all dollar amounts referred to in these Terms or in a Schedule hereto are in United States currency.

8. Installation/service:
- 8.1. Buyer shall have the obligation at its expense to prepare its premises for installation of the Equipment and will provide all facilities including, but not limited to, foundation, space, electrical power, connector requirements, fittings to the Equipment operation, rigging, unloading fees and the like in accordance with industrial standard and installation requirements.
  - 8.2. ARI will provide machine start-up and training services when purchased by the customer. These will be performed in accordance with ARI policies and procedures.
  - 8.3. The Buyer will provide all necessary labor for unloading, unpacking, mounting the robot to the press, and providing a working SPI Robot/Press interface. At Buyer's request, ARI will, as soon as reasonably possible, provide a serviceman to inspect the installation of the equipment and assist Buyer in proper start-up of the equipment. Buyer must provide a press that is in good working order with an operating mold capable of making good parts prior to the arrival of an ARI Service Technician.
  - 8.4. If the installation/services are delayed or prolonged as a result of items outside of the control of ARI, or if any additional services are thereafter requested of ARI, Buyer shall be charged for the labor, travel time and parts involved at ARI's standard rates of which, each person, at \$1,000 per eight (8) hour day, including travel time, plus travel and living expenses at cost. Overtime service after eight (8) hours, Weekends and Holidays are charged, each person, at \$200/hour and in effect at the time such services are provided. Such additional charges shall be payable to ARI within thirty (30) days following the date of an invoice from ARI to Buyer.
9. Maintenance and Repairs: All work under the limited warranty set forth herein shall be performed by ARI, its approved contractors, or with the prior approval of ARI. The Buyer shall be responsible for normal maintenance and repair of the Equipment in accordance with the provisions of the manual for the Equipment. If any work under the limited warranty is performed by any person or entity other than ARI, its approved contractors or by any other third party approved by ARI, the limited warranty set forth in Section 20 shall be void.
10. Delivery:
- 10.1. Unless otherwise agreed by ARI, delivery of the Equipment described herein shall be at the Domestic Shipment Point (typically Worcester, MA, Parma, OH, or the Port of Entry). Delivery terms shall be FOB: Domestic Shipment Location in accordance with the provisions of the Uniform Commercial Code. ARI will use all reasonable diligence to meet the scheduled dates for shipment and delivery, but cannot guarantee any delivery or completion date. ARI shall not be liable for any loss, damage, expense, or charge of any kind resulting from delay in delivery or shipment. All charges for rigging at Buyer's facility and drayage for the Equipment will be paid by the Buyer. All boxing, crating and skidding used in the shipment of the Equipment is the property of ARI and is returnable to ARI at their option.
  - 10.2. If Buyer refuses to receive the delivery of the Equipment at the date specified in the order or other documentation agreed to by ARI, the delivery of the Equipment shall nevertheless be deemed accepted by Buyer, and Buyer shall be responsible for payment for the Equipment. Any storage of Equipment arranged by ARI will be at the risk and expense of the Buyer. ARI shall further be entitled, not to the exclusion of any other remedy for the Buyer's failure to take the Equipment, to recover any expenses incurred in performing hereunder as a result of the Buyer's refusal in addition to any previously received payments for the Equipment.
11. Delivery Time: Time for delivery and/or shipment is stated according to ARI's best expectations but is not guaranteed nor is a condition of these Terms. ARI shall use all reasonable diligence to meet the specified dates for shipment but shall not be liable for any loss, damage, expense, or charge resulting from delay in shipments. Unless special shipping instructions are received from the Buyer substantially before the shipment date and agreed to by ARI, ARI will use its best judgment as to the best means of shipment and routing consistent with the nature of the shipment schedule.
12. Loss and Damage:
- 12.1. ARI shall bear the risk of loss with respect to any damages, destruction, loss, theft, seizure or government taking of the Equipment or part thereof, whether partial or complete, and whether or not through any default or neglect of the ARI, until time of delivery to the Buyer.
  - 12.2. After delivery to the Buyer at the FOB location, the Buyer shall bear the risk of loss with respect to any damage, destruction, loss, theft, seizure or government taking of any item of the Equipment, whether partial or complete, and regardless of whether or not through any default or neglect of the Buyer.
  - 12.3. No such event of damage, destruction, loss theft, seizure, or governmental taking shall relieve the Buyer of its obligation to pay the purchase price hereunder.
13. Title: Title to the Equipment shall pass upon delivery, as defined above, in accordance with these terms and conditions, subject to ARI's purchase money security interest. Until Buyer has paid in full for the Equipment, Buyer shall not pledge, mortgage, encumber, or create or suffer to exist a security interest in the Equipment in favor of any person other than ARI unless written approval of such other security interest is given by ARI. Additionally, Buyer agrees to keep the equipment insured to its full value until full payment is received by ARI.
14. Personal Property: Until the purchase price and all other amounts required to be paid by the Buyer hereunder have been paid in full, the Equipment is and shall at all times remain personal or moveable property and shall not be affixed or attached to any lands, buildings, motor vehicles or other chattels without the prior written consent of ARI. Where the Equipment is to be delivered to a leased premise, the Buyer shall, upon ARI's request, advise ARI of the name and address of the landlord of such leased premises. Any obligation of ARI to deliver the Equipment shall be contingent upon the execution of such Landlord of any instruments necessary to confirm the security interest of ARI in and to the Equipment.
15. Location and Inspection: Until the purchase price and all other amounts required to be paid by the Buyer hereunder have been paid in full:
- 15.1 The Buyer shall maintain the Equipment at the location specified in the quotation and shall not move the Equipment from such location without the prior written consent of ARI; and
  - 15.2 ARI shall have the right to inspect the Equipment upon request.

16. Software License: System Operation Control Programs ("Software") supplied with certain Equipment, whether provided in transportable media or embedded within the Equipment are, and remain the property of the Manufacturer and/or Absolute Robot, Inc. Buyer is granted a non-exclusive right to use Software only in the Equipment. Unless supplied with its associated Equipment hereunder, no Software, regardless of the form in which it is embodied when received by Buyer, shall be made available to any third-party or entity. The ownership of, rights to and all interest in the Software at all times shall remain with Manufacturer and/or Absolute Robot, Inc. In the event that Buyer uses the Software in an unauthorized manner, duplicates or transfers the Software, the Manufacturer and/or ARI may terminate the license granted hereunder, and Buyer shall, upon and in accordance with the Manufacturer and/or ARI's request, return or destroy all copies of programs then in its possession. The right to terminate the license granted hereunder shall be in addition to its other rights and remedies for unauthorized use, duplication, or transfer, including its right to seek injunctive relief and damages for the same. In the event an unauthorized change or modification to the Software affects the safety of the Equipment, Buyer agrees to indemnify and hold Ningbo Well-Lih and/or ARI harmless from and against any loss, damage, claim, expense, or cause of action resulting from any personal injury or property damage resulting there from.
17. Assignments: Until the purchase price and all other amounts required to be paid by the Buyer hereunder have been paid in full, neither these Terms nor the Buyer's rights hereunder shall be assigned except with ARI's prior written consent. These Terms and all rights of ARI hereunder may be assigned by ARI without the Buyer's consent.
18. Net Purchase Price: The Buyer shall pay or reimburse ARI for all expenses, fees, charges, claims and fines incurred or arising in connection with the registration, licensing, possession, use or operation of the Equipment and all taxes and duties (including, without limitation, use, franchise, goods and/or services taxes, retail sales taxes and value added taxes) other than taxes on income levied on ARI under any federal or state income tax law on or relating to the sale of this Equipment.
19. Credit Investigation: The Buyer hereby consents to ARI conducting a personal investigation or credit check upon the Buyer, subject to applicable legislation.
20. 24/12 Months Limited Warranty:
- 20.1. 24 Month Limited Warranty for Cartesian 3 and 5 Axis Servo Part Removal Robot Equipment: ARI warrants that Cartesian 3 and 5 Axis Servo Part Removal Robot (MaxA/AW, MaxBW, MaxCW) Equipment will be free from defects in material and workmanship for a period of twenty-four (24) months from the date of delivery. ARI's obligation under this Limited Warranty is limited solely to the repair or replacement at their option at its facility of any parts that are in the sole opinion of ARI defective. Such parts must be returned within thirty (30) days of discovery of such defect, within the limited warranty period of twenty-four (24) months, at the Buyer's expense to the facility where purchased. If parts are not returned within thirty (30) days of discovery, within the limited warranty period of twenty-four (24) months, an invoice will be sent for the new part(s) to the Buyer. No allowance will be made for any repairs or alterations made by the Buyer without ARI's written consent. The foregoing Limited Warranty shall not, in any case, exceed the cost of repairing or replacing defective parts as aforesaid.
- 20.2. 12 Month Service Labor Limited Warranty for Cartesian 3 and 5 Axis Servo Part Removal Robot Equipment and Six Axis Robot Equipment: For the first twelve (12) months after the machine delivery, ARI will provide all service labor for diagnosis and repair or replacement of defective parts as described under the 24 Month Limited Warranty for Cartesian 3 and 5 Axis Servo Part Removal Robot Equipment (MaxA/AW, MaxBW, MaxCW) and six axis product line. Warranty does not apply to wear components (including, fuses, mechanical grippers, vacuum cups, and generally End-Of-Arm-Tools or tooling components.) unless they prove to be defective in material or workmanship.
- 20.3. Purchased Equipment and Component Pass Through Warranty: In the event ARI purchases or procures any Third Party products or services for the Customer in connection with execution of the subject order, in addition to the foregoing representations, warranties and covenants, ARI shall pass through or assign to the Customer the rights obtained from the manufacturers and/or vendors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable.
- 20.4. 6 Month Pneumatic Sprue Picker and Conveyor Parts/Equipment Limited Warranty: ARI warrants that pneumatic sprue picker (X-Series & XW-Series) Equipment and Conveyors will be free from defects in material and workmanship for a period of six (6) months from the date of delivery. ARI's obligation under this Limited Warranty is limited solely to the repair or replacement at their option at its facility of any parts that are in the sole opinion of ARI defective. Such parts must be returned within thirty (30) days of discovery of such defect, within the limited warranty period of six (6) months, at the Buyer's expense to the facility where purchased. If parts are not returned within thirty (30) days of discovery, within the limited warranty period of six (6) months, an invoice will be sent for the new part(s) to the Buyer. No allowance will be made for any repairs or alterations made by the Buyer without ARI's written consent. The foregoing Limited Warranty shall not, in any case, exceed the cost of repairing or replacing defective parts as aforesaid.
- 20.5. Limitations and Exclusions: "Normal use" shall mean use consistent with standard industry practice, within rated capacities, at correct voltage, with normal preventive maintenance, and in accordance with the applicable Manufacturers and ARI specifications, maintenance and operating manuals. Equipment modifications of which are not approved in writing by ARI voids the terms of this Limited Warranty immediately. This Limited Warranty does not apply to the SPI Robot/Press interface and to parts subject to wear or consumption, such as, fuses, mechanical grippers, vacuum cups, and generally End-Of-Arm-Tools or tooling components. The Warranty does not include damage to the robot or end of arm tools due to misuse, improper positioning or speeds, incorrectly set full mold opening or ejector stroke setting, or mishandling of the robot by the operator. The warranty does not apply to damage caused by war and "Acts of God" such as, but not limited to floods, earthquake, fire, lightning, wind, water, electrical surges, and other acts of nature or man.
- 20.5.1. This Limited Warranty does not apply to end of arm tooling, parts or components not manufactured by ARI, or to parts not normally included in ARI standard products and options. For parts or components not manufactured by ARI or non-standard parts or components specified by the Buyer, as original purchaser, the Buyer shall have only the warranty provided by the manufacturer of such part or component. The Limited Warranty for ARI Software is limited to defects of which make it unsuitable for the original intended use of the Software and does not extend to revisions or enhancements.
- 20.5.2. The Limited Warranty for parts is subject to verification of an actual defect by return of the part to ARI at Buyer's expense or by inspection by authorized ARI service personnel at their option. Diagnosis beyond the original start-up of the Equipment that does not result in the identification of specific Limited Warranty claims may result in

service call charges at ARI's sole discretion. Parts replaced under the terms of this Limited Warranty are covered for the remainder of the applicable Limited Warranty period but no less than ninety (90) days and will be shipped to Buyer, at ARI's expense, by standard ground transportation. Additional costs for any other shipping option chosen by Buyer shall be at Buyer's expense. Component parts used in the service or repair of ARI equipment may be either new or rebuilt in compliance with original design specifications.

20.5.3. All liability under this Limited Warranty will cease immediately if:

- 20.5.3.1. Any payment due from customer to ARI is not made on or before the date when such payment is due;
- 20.5.3.2. The Equipment is relocated to other than the original installation position, no matter in the same building or not, without the supervision of ARI service technician (The ARI service technician supervising the machine relocation is not a warranty work specified herein and therefore needs to be purchased by the Buyer in a service order);
- 20.5.3.3. Any repairs, alterations, or modifications are made by the Buyer or a contractor of the Buyer without written consent from ARI;
- 20.5.3.4. Any machine damage caused by abuse or the condition of the site where the machine is installed, which does not meet the industry standards, or causes the machine to be out of balance;
- 20.5.3.5. Upon the date of termination described herein;
- 20.5.3.6. Any work under the limited warranty is performed by anyone other than ARI or its authorized contractors; and/or
- 20.5.3.7. Upon the resale of the Equipment as set forth in Section 31.

20.5.4. This Limited Warranty shall not apply to wear components such as:

- 20.5.4.1. fuses, bulbs, lubricants, pressure gauges, mechanical grippers, vacuum cups, and generally End-Of-Arm-Tools or tooling components etc.

21. No Other Warranty: **EXCEPT AS OTHERWISE STATED HEREIN, ARI MAKES NO WARRANTY, CONDITION OR REPRESENTATION WHATSOEVER AS TO THE DURABILITY, QUALITY, CONDITION OR SUITABILITY OF THE EQUIPMENT FOR THE BUYER'S PURPOSES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ARI HEREBY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ARI IS UNDER NO OBLIGATION TO INSPECT, SERVICE OR OTHERWISE RENDER OR MAINTAIN THE EQUIPMENT FOR THE BENEFIT OF THE BUYER. ARI SHALL NOT BE LIABLE TO THE BUYER FOR ANY LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL CAUSED BY THE EQUIPMENT OR THE USE, MAINTENANCE OR POSSESSION THEREOF OR THE REPAIRS, SERVICING OR ADJUSTMENTS THERETO, OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEREOF OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER CAUSED AND WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL THEORY. ARI SHALL NOT BE RESPONSIBLE TO THE BUYER FOR ANY DELAY OF DELIVERY OF THE EQUIPMENT. NO REPRESENTATION AS TO THE EQUIPMENT OR ANY OTHER MATTER TO THE BUYER SHALL IN ANY WAY AFFECT THE BUYER'S OBLIGATION TO PAY THE PURCHASE PRICE OR PERFORM ITS OBLIGATIONS UNDER THESE TERMS.**

22. Limitations of Remedies and Liabilities: Buyer agrees that ARI's liability and Buyer's sole and exclusive remedy pursuant to any claim of any kind, including but not limited to claims in contract, negligence or strict liability, against ARI or any of our affiliates, shall be the repair or replacement at ARI's option of defective products or parts thereof or the correction of Equipment and Software. Claims of any kind include, but are not limited to, those for any loss or damage arising out of, connected with, or resulting from these Terms or from the performance or breach of the terms hereof, or from the design, manufacture, sale, delivery, resale, installation, technical direction of installation, inspection, repair, operation or use of the Equipment or part thereof or Software covered by these Terms. All legal proceeding must be conducted in a Massachusetts Court of Law.

23. Indemnity: The Buyer shall indemnify ARI against and save ARI harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities (including, without limitation, attorney's fees and expenses) arising out of, connected with, or resulting from the Equipment including, without limitation, selection, delivery, possession, use, maintenance or operation of the Equipment.

24. Designs: All designs and specifications shown in ARI's catalogue are subject to change without notice. The weights, dimensions, capacities, performance ratings and other data on ARI's catalogs, prospectus, circulars, advertisements, and price lists and instructions sheets are mentioned only as general information. They are only approximate and shall not bind ARI. If dimensions are critical, the Buyer must request certified prints from ARI.

26. Intellectual Property Rights: All intellectual property rights to, ownership of and interest in all goods, trademarks, trade names, logos, other distinctive marks, designs, and other materials created and/or made available by ARI and/or Ningbo Well-Lih Robots or the manufacturer hereunder or within the framework of the relationship between Buyer and ARI, are vested exclusively in ARI and/or Ningbo Well-Lih Robots or the manufacturer. The Buyer shall not reproduce, transfer, grant, assign, license, or use the goods, distinctive marks, and designs and other materials created and/or made available by ARI and/or otherwise act as maker of and/or party entitled to such rights, except in accordance with these Terms.

The Buyer shall not remove, modify, or alter indications concerning intellectual property rights and concerning the confidential nature of information from goods, services, programs, works, trademarks, trade names, logos, other distinctive marks, inventions, designs, models and other materials created and/or made available by ARI and Equipment delivered.

The Buyer shall not alter - or have altered, - modify, have modified, adapted or otherwise reconfigured, the goods, services, programs, works, trademarks, trade names, logos, other distinctive marks, inventions, designs, models and other materials created and/or made available by ARI.

27. Safety Devices: All safety devices are checked prior to shipment, and ARI assumes no responsibility for accidents due to faulty maintenance of such device or for improper or unsafe work practices on the part of the Buyer, the Buyer's personal, or representatives

of the Buyer.

28. **Rules, Regulations:** The Occupational Safety and Health Act (OSHA) impose certain requirements on an employer including many relating to the use of the Equipment. The interpretation and applicability of the regulations issued pursuant to OSHA is directly related to the conditions and manner in which the Equipment is used. Buyer acknowledges and accepts that it is solely responsible for its and its employees' compliance with OSHA. Buyer indemnifies and holds ARI harmless for any claims as a result of Buyer's failure or alleged failure to comply with OSHA, including but not limited to any and all attorneys' fees, court costs, administrative fines and other expenses resulting there from. ARI believes that its Equipment can be used in a manner that complies with OSHA and its associated regulation at its date of delivery, but cannot and does not so warrant, and makes no warranty or representation of any kind that the Equipment complies with OSHA.
29. **Limitations on Liability:** In no event shall ARI be liable for damages arising from delay, default or non-performance caused by:
- 29.1. any impossibility or unlawfulness of performance for any reason;
  - 29.2. any interference (government or otherwise) with ARI's normal production of the Equipment or with the shipping or installation thereof;
  - 29.3. any contingency beyond ARI's control or the control of its suppliers including, but not limited to future allocations of raw material (governmental or otherwise) or similar restrictions limiting ARI's production, installation or shipment.
- Should any of the foregoing circumstances arise and upon returning advance payments on account of such cancelled part of the sale pursuant to these Terms, ARI shall have the right to cancel the sale or any unexecuted part thereof without further liability to the Buyer or ARI.
30. **Collection Expenses:** ARI's costs of: (i) collection, (ii) legal proceedings to recover any monies due hereunder, (iii) repossession of the Equipment, and/ or (iv) enforcement of any of ARI's rights; such costs including, without limitation, rigging, freight, storage, attorney's fees and expenses associated therewith, shall be paid by the Buyer to ARI immediately upon demand.
31. **Resale of Equipment:** If ARI repossesses the Equipment or the Buyer surrenders the Equipment, ARI may sell the Equipment at public or private sale with or without notice to the Buyer and upon such terms and in such manner as they may determine in accordance with applicable law. The Buyer remains fully liable for any balances remaining due after the proceeds have been applied to any open balances owed by the Buyer to ARI. The resale of the Equipment shall terminate the limited warranties set forth in Section 20 with respect to the Equipment, unless otherwise agreed to in writing by ARI.
32. **No Waiver:** No delay or omission to exercise any right or remedy accruing to ARI upon any breach or default of the Buyer will impair any such right or remedy or be construed to be a waiver of any such breach or default, nor will a waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent, or approval on the part of ARI of any breach or default under these Terms, or of any provision or condition hereof, must be in writing and signed by a Corporate Officer and will be effective only to extent as specifically set forth in such writing. All remedies, either under these Terms, or at law or in equity otherwise afforded to ARI are cumulative and not alternate.
33. **Force Majeure:** ARI shall not be liable for any delay in performance or nonperformance which is due to war, fire, pandemic, flood, acts of God, acts of third parties, acts of governmental authority or any agency or commission thereof, accident, breakdown of equipment, differences with employees or similar or dissimilar causes beyond its control including, but not limited to, those interfering with production, supply or transportation of product, raw material or components or its ability to obtain, on terms ARI deems reasonable, material, labor, equipment or transportation expense or cause of action resulting from any personal injury or property damage resulting there from.
34. **Instruction Language:** The English language is used for the manuals and warning labels on the Equipment. It is Buyer's sole responsibility if there are other languages, other than English, that for whatever reason are required for using the Equipment.
35. **Applicable Law/Jurisdiction:** The interpretation, validity, and effect of these Terms shall be construed and determined in accordance with the laws of the Commonwealth of Massachusetts in the United States, without reference to conflict of laws principles. The parties hereto hereby exclude the application of the United Nations Convention on Contracts for the International Sale of Equipment. The courts in Worcester County, Massachusetts and the federal courts in the Commonwealth of Massachusetts shall have exclusive jurisdiction over any action arising out of or relating to the sale of the Equipment by ARI to the Buyer, and the Buyer agrees to jurisdiction and venue in such courts. Unless agreed otherwise, the parties hereby irrevocably agree to submit to the exclusive jurisdiction and venue of the courts of Worcester County, Massachusetts and agree to be bound by any judgment thereof. Any action by Buyer against ARI for breach of contract must be commenced within one (1) year after the cause of action has accrued.
36. **Buyer's Waiver:** To the extent not prohibited by law or statute, the Buyer hereby waives the benefit of all provisions of all applicable conditional sales, regulatory credit and other statutes and regulations made hereunder in any and all jurisdictions, which would in any manner affect, restrict or limit the rights of ARI hereunder. The Buyer also waives and assigns to ARI the right of any statutory exemption from execution or otherwise.
37. **Binding Effect:** Subject to the terms hereof, these Terms shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, permitted assigns and legal representatives.
38. **Interpretation:** Whenever the context of these Terms so requires, the singular number shall include the plural and vice versa, words importing the masculine gender include the feminine and neuter genders and vice versa and, in case more than one Buyer is named as a Buyer, the liability of such buyers shall be joint and several without benefit of division or discussion.
39. **Notices:** Any notice required or permitted to be given by the provisions hereof must be in writing and will be conclusively deemed to have been received by a party on the day it is delivered by hand and in person to such part at the address indicated below (or at such other address as such party specifies to the other party in writing) or if sent by registered mail provided there is no interruption in postal services, on the fifth (5th) business day after the day on which it was mailed and addressed to such address. **If to ARI:**

**Absolute Robot, Inc., 33 Southgate Street, Worcester, MA 01610. If to the Buyer: as set forth in the purchase order.**

- 40. Severability: Any provision of these Terms prohibited by or deemed unlawful or unenforceable under any applicable law or jurisdiction shall, at the sole option of ARI, be ineffective as to such jurisdiction without invalidating the remaining provisions of these Terms except, however, that to the extent that the provisions of an applicable law can be waived, they are hereby waived by the Buyer. If necessary and possible at the discretion of ARI, the parties further agree to renegotiate any so severed provision to bring the same within applicable legal requirements to the greatest extent possible.
- 41. Further Assurances: The Buyer agrees to do all things and execute and deliver all documents as may reasonably be required by ARI in order to give effect to these Terms, including, but not limited to, the execution of financing statements in order to effect such registration as may be necessary in order to protect ARI's interests herein.
- 42. Choice of Language: The parties hereby acknowledge that they have required these Terms and all other agreements and notices required, permitted, or given pursuant hereto to be drafted in the English language.
- 43. Final Acceptance: All purchase orders are subject to final acceptance by written sales confirmation from ARI and no Contract shall be implied until acknowledged and accepted by ARI in writing.
- 44. Headings: Paragraph headings are not to be considered part of these Terms and are included solely for convenience and are not intended to be a full or accurate description of the contents thereof.

**For Absolute Robot, Inc.:**

_____	_____
Authorized Signature	Date
_____	_____
Print Name	Title

**For Customer:**

_____	_____
Authorized Signature	Date
_____	_____
Print Name	Title