



A3IM, INC. ("SELLER") TERMS AND CONDITIONS OF SALE

1. Order Procedure. All orders for products ("Products") and/or services ("Services") of Seller are subject to written acknowledgment and acceptance by Seller. Seller reserves the right to require assurance of payment as a condition to acceptance of an order, and to suspend performance of an order until payment or adequate assurance of performance has been received. Acceptance by Seller of any order is expressly conditioned upon agreement by Buyer to the terms and conditions hereof. Acceptance by Buyer of Products and Services provided hereunder constitutes acknowledgment and agreement by Buyer that the terms and conditions hereof supersede contrary provisions of any purchase order or other document provided by Buyer.

2. Purchase Price. Unless otherwise specified in Seller's quotation, prices quoted for Products and Services are good for 30 days and do not include shipping costs or taxes of any description, including without limitation excise, sales, use, property, export or other taxes which may be imposed upon the manufacture, sale, delivery, export or use of Products or Services. Additionally, quoted prices do not include tariffs, the application and value of which are to be determined by Seller in the event tariffs are levied against such Products or Services. Buyer agrees to pay all such charges or to reimburse Seller therefor upon receipt of Seller's invoice. If Buyer claims exemption from any tax, Buyer shall provide a copy of its tax exemption certificate at the time the order is placed and shall defend, indemnify and hold Seller harmless from and against any claim for taxes, interest and penalties which may be assessed on holding that the items are taxable.

3. Payment. Payment terms are net, thirty (30) days from date of invoice. Partial shipments shall be invoiced with each shipment. If shipment is delayed on Buyer's request, the date of Seller's notice of availability for shipment shall be deemed the date of shipment for issue of an invoice. In the event of a dispute concerning any amount due for Products or Services, all uncontested amounts must be paid within thirty (30) days of invoice date. Interest in the amount of the lesser of one and one-half percent (1-1/2%) per month or the maximum amount allowed by law shall accrue and be due on past-due balances. Buyer shall pay all reasonable costs of collection including, but not limited to, collection agency fees, attorney's fees and court costs. Buyer hereby grants unto Seller a security interest in the purchased Products as security for the purchase price therefor.

4. Delivery; Risk of Loss. Seller will make commercially reasonable effort to deliver Products by the dates requested by Buyer, but specified dates for shipment of Products or performance of Services are estimates, only, and shall not be deemed to represent fixed or guaranteed delivery dates, and Seller shall have no liability for any delays in delivery. Unless otherwise specified by Buyer, partial shipments are allowed. Timely delivery by Seller is subject to Buyer's timely supply of all required technical information and data, including drawing approvals, and all required commercial documentation, and, where Services are provided, adequate access to the site for Seller to perform such Services. Delivery shall be F.O.B. shipping point, and title and risk of loss shall pass to Buyer upon delivery to the carrier at point of shipment.

5. Inspection; Testing; Acceptance. Any inspection by Buyer of Products on Seller's premises shall be scheduled in advance and performed during normal business hours. If inspection is to take place at manufacturer's facility, Seller shall notify Purchaser when such testing will occur prior to shipment. Unless Purchaser objects in writing within ten days after completion of factory acceptance testing, completion of acceptance testing shall constitute Purchaser's acceptance of the Products authorizing shipment of the Products. Should Purchaser require site acceptance testing, testing will be performed by Seller's personnel who shall verify that the Products have been delivered to site undamaged and in good condition. Completion of site acceptance testing shall constitute Purchaser's full and final acceptance of testing. If site acceptance testing does not occur within 30 days of delivery of Products to site, site acceptance testing shall be deemed complete and the Products shall be deemed accepted.

6. Compliance; Permits. Buyer assumes responsibility for use of Products in accordance with the manufacturer's instructions and in compliance with safety standards and regulations in the location to which the Products are shipped by or on instruction of Buyer. Buyer represents and warrants that the Products will not be used in or in connection with a nuclear facility or application without prior written notice by Buyer, at the time of order entry, of its intention to utilize or sell and deliver Products for such application. In the event of use or sales of Products by Buyer for such applications, Buyer shall defend, indemnify and hold Seller harmless from and against any and all claims, actions, damages and costs, including without limitation reasonable attorney's fees arising as of a result of, or relating in any way to any "nuclear incident", as that term is defined in the Atomic Energy Act of 1954, as amended, involving Seller's Products, and including particularly, but without limitation, claims of joint liability of Buyer and Seller and/or Seller's Products, but not including any such claim, action, damage or cost alleged to have arisen as a result of the sole negligence or intentional misconduct of Seller. Buyer is responsible for obtaining, at its cost and expense, any and all necessary licenses and permits for transportation, installation and use of Products.

7. Change Orders; Returns; Cancellations. Buyer will be deemed to have received Products in satisfactory condition and to have accepted the Products in the condition delivered, unless any damage to Products in shipment or variance from order instructions is reported to Seller, in writing, within five (5) days of Buyer's receipt of the Products. Returns, change orders and cancellations will be accepted only upon written approval by Seller, and all returns will be at Buyer's sole expense, freight prepaid. Seller will not accept returns after 90 days following delivery. Standard stock items returned or orders for standard stock items cancelled within fifteen (15) days prior to scheduled delivery, may be subject to a minimum restocking charge of 15% of the Purchase Price, and change orders for modification of specifications or delivery schedule shall be subject to reasonable charge for reimbursement of Seller's cost in connection therewith. Nonstock or custom items are not returnable and if cancelled, are subject to cancellation fees up to 100% of the Purchase Price. Any credit issued will be based on invoiced price.

8. Software License. Use of Products comprised of software or firmware may be subject to Purchaser's acceptance of additional terms and conditions set forth in separate Seller or third-party license agreements that will control to the extent necessary to resolve any conflict with the terms and conditions stated or otherwise referenced herein. In the absence of a separate Seller's license agreement, Purchaser is granted a non-exclusive, non-transferable license to use provided Seller's software or firmware only in object code form and solely in conjunction with Seller-provided Products, with no rights to sublicense, disclose, disassemble, decompile, reverse engineer, or otherwise modify the software or firmware.

9. Drawings. Any drawings, documents, specifications or written materials developed or provided by Seller shall remain the property of Seller.

10. Warranty; Liability Limit. Warranty of Products is only by the manufacturer thereof, and Seller shall assign to Buyer any warranty by such manufacturer. Sales are without warranty by Seller, including without warranty of merchantability or fitness for purpose, except that Seller warrants that Products assembled by Seller are free of defects in assembly workmanship by Seller for a period of twelve (12) months from date of shipment. The manufacturer's warranty of any components included in an assembled Product shall be assigned by Seller to Buyer. Seller shall not, in any event, be liable for any loss, damage, or expense caused or increased by any failure on Buyer's part to conform to a Product manufacturer's, supplier's, or Seller's specifications or instructions, or by any misuse, abuse, improper application, installation or alteration or by other act or omission of Buyer or accidental occurrence in respect of any Product. Seller's liability for nonconformity of any Product or Service to Seller's specifications therefor, or for claims relating thereto, whether based on contract, warranty, tort or other grounds, shall be, in Seller's discretion, limited exclusively to repair or replacement of the Product(s) or reperformance of the Services, as the case may be, or refund of the purchase price paid therefor by Buyer. This limitation of liability reflects a negotiated allocation of risks between Seller and Buyer and constitutes the basis of the parties' bargain, without which Seller would not have agreed to the price or terms of sale, or to this Agreement. In no event shall Seller be liable for incidental, indirect, special or consequential damages, including but not limited to loss of profits or revenue, loss of use of Products or other property, the cost of substitute products, facilities or services, downtime costs, or claims of Buyer's customers.

11. Force Majeure. If the performance by Seller of its obligations under this Agreement is prevented, restricted or impaired, directly or indirectly, by act of God, or by fire or other casualty or accident, strikes or labor disputes, inability to procure goods, power or supplies from usual sources, war or violence, or any law, order, proclamation, ordinance, demand or requirement of any governmental or regulatory authority, or any other cause beyond the reasonable control of Seller ("force majeure"), then Seller shall promptly give written notice thereof to Buyer, setting forth the date and nature of the event of force majeure, whereupon Seller's performance hereunder shall be suspended and the time for such performance extended for a period equal to the period of delay.

12. Export Control. Purchaser represents and warrants that the Products and Services provided hereunder and any end product thereof is intended for civil use only and will not be used, directly or indirectly, for the production of chemical or biological weapons or of precursor chemicals for such weapons, or for any direct or indirect nuclear end use. Purchaser agrees not to disclose, use, export or re-export, directly or indirectly, any information provided by Seller or the direct product thereof as defined in the Export Control Regulations of the United States Department of Commerce, except in compliance with such regulations.

13. General. The terms and conditions hereof, Buyer's purchase orders to the extent consistent with the terms hereof, and the order acknowledgements referenced herein (i) constitute the entire agreement of the parties and incorporate and supersede all prior discussions, representations, understandings and agreements in respect of the subject matter hereof; (ii) may not be modified or amended except in a writing executed by all parties, and any waiver of any term and condition hereof must be in writing and signed by the party granting waiver; and (iii) shall be governed by the laws of the State of Louisiana. Buyer agrees that any dispute arising between the parties regarding Products or Services shall be brought before any court in East Baton Rouge Parish, and Buyer consents to venue in such court. In the event that one or more provisions of this Agreement shall be held invalid, illegal or unenforceable by any court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity or enforceability of any other provision of this Agreement.

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